1267

SUPREME COURT OF THE UNITED STATES.

No. 153.

JAMES CYROT GENTES, PETER CLAUDE TISSERON, ISODORE DETRIE, AND GILBERT VERGNON, PLAINTIFFS IN ERROR,

v.

W. F. VREDENBURG AND WM. H. VREDENBURG, COMMERCIAL PARTNERS, TRADING UNDER THE FIRM OF W. F. VREDENBURG & CO. AND A. CONANT.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Petition, filed 28th January, 1856,	1	5
Exhibit A, Sale from F. H. Loze to Gilbert Vergnon,	12	12
Transcript, Case of Vredenberg & Co. v. P. C. Tisseron,	14	13
Petition and Affidavit,	14	13
Statement filed with Petition, and Order of Court,	16	15
Tisseron's Note,	17	16
Order for Sequestration and Writ,	18	16
Supplemental Petition,	20	18
Citation and Return, and Order for Bonding Goods,	21	19
Default, and Order,	22	19
Judgment, and Notice of Judgment,	23	20
Petition for Nullity of Judgment,	24	21
Affidavit filed with Petition,	25	22
Fieri Facias and Return,	27	22

	Original.	Print.
Transcript, Exception and Answer to Petition of Nullity,	29	24
Notice of Trial and Return,	30	25
Opinion and Judgment,	31	26
Notice of Tender of Notes, and Return,	32	26
Clerk's Certificate to Transcript,	33	27
Case of P. J. Poincelin v. F. Durive, Recorder of Mortgages,	35	28
Petition and Acceptance of Service,	35	28
Act of Erasion of Mortgage from Tisseron to Crusel,	36	29
Judgment,	36	30
Rule,	37	30
Answer to Rule,	38	31
Judgment on Rule,	40	32
Petition of Appeal,	41	33
Order and Bond,	42	33
Clerk's Certificate to Transcript,	43	34
Vredenberg & Co. v. P. C. Tisseron,	44	34
Petition,	44	34
Act of Sale filed with Petition,	45	35
Citation and Answer and Affidavit annexed,	49	37
Power of Attorney from Tisseron to Gentes,	53	40
Judgment.	53	41
Fieri Facias,	54	41
Sheriff's Return,	56	42
Petition for Monition,	58	43
Monition,	59	44
Judgment,	61	46
Rule,	62	47
Judgment on Rule,	64	48
Clerk's Certificate to Transcript,	64	48
Case of Tisseron v. Vredenberg & Co.,	66	48
Petition,	66	48
Answer,	71	52
Power of Attorney from Tisseron to Gentes,	71	52
Subpœna duces tecum,	73	53
Supplemental Petition,	74	54
Exceptions,	79	57
Testimony taken in Court,	80	58
Documents offered in Evidence,	82	60
Judgment,	85	62
Application for New Trial,	86	63
Petition of Appeal and Bond,	88	63
Order Dismissing Appeal,	90	65

	Original.	Print.
Transcript, Rule and Judgment on Appeal,	91	66
Petition of Appeal and Bond,	92	66
Clerk's Certificate to Transcript,	107	77
Case of Vergnon v. Vredenberg & Co. et al.,	108	77
Petition,	108	77
Answer of Vredenberg & Co.,	114	82
Answer of Lewis, Sheriff,	115	82
Rule,	116	83
Judgment and Affidavit,	117	83
Rule,	119	85
Judgment on Rule,	120	86
Clerk's Certificate to Transcript,	120	86
Gentes v. Vredenberg & Co.,	121	86
Petition,	121	86
Exception and Answer,	124	87
Affidavit of Gentes,	126	90
Judgment on Exception,	127	90
Clerk's Certificate to Transcript,	127	91
Case of Tisseron v. Vredenberg & Co. et als.,	129	91
Petition,	129	91
Answer of Vredenberg & Co.,	134	94
Judgment of Non-suit,	135	95
Affidavit for New Trial,	135	95
Rule for New Trial,	136	96
Jndgment on Rule,	137	97
Affidavit of Vredenberg against Gentes,	139	98
Affidavit of Gentes against Vredenberg,	142	100
Documents filed,	143	101
Judgment and Petition of Appeal,	145	102
Rule,	146	102
Clerk's Certificate to Transcript,	147	103
T. L. Abyven v. P. C. Tisseron,	148	103
Petition,	148	103
Judgment and Transfer,	150	105
Answer of Conant, and Call in Warranty,	153	106
Citations and Returns,	154	107
Sale from Vredenberg to Conant,	157	109
Judgment by default,	162	112
Submission of Cause,	163	112
Sale by the Sheriff to Vredenberg & Co.,	164	112
Power of Attorney from Detrie to Gentes,	167	115
Transfer of Judgment from Du Pan to Detrie,	172	118

	Original.	Print.
Certificate of Gentes' legal qualifications,	174	119
Affidavit of Vredenberg,	175	120
Opinion of the Court,	177	121
Judgment,	180	122
Petition of Appeal,	180	123
Order allowing Appeal,	181	123
Appeal Bond,	182	124
Writ of Error,	184	125
Citation in Error to W. H. Vredenberg,	185	126
W. F. Vredenberg,	187	126
A. Conant,	189	127
Petition for Writ of Error, filed 7th May, 1857,	190	128
Order allowing Writ of Error,	191	129
Bond for Writ of Error, filed 22d July, 1857,	191	129
Clerk's Certificate to Transcript,	193	130
Writ of Error,	194	131
Citation and Service,	195	131

Circuit Court of the United States, Fifth Circuit, Eastern District of Louisiana.

2585.

JAMES C. GENTES et al.
v.
W. F. VREDENBERG & Co., et als.

Petition.

Filed 28th January, 1856.

To the Honorable the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

The petition of James Cyrot Gentes, residing at Pass Christian, State of Mississippi, Harrison County, in his own behalf and for the use and benefit of Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, of whom he is the agent, they being absent, respectfully represents, that all of them are aliens, absent of the State, who have left their properties under the care of your petitioner, like belonging to himself, so that he must protect them and care them in his own name, and are all citizens of the Empire of France, and subject of his majesty the Emperor Napoleon III, and that W. F. and William H. Vredenburgh, commercial partner and trading in New Orleans under the firm of W. F. Vredenburgh & Co. and A. Conant, are citizens of the State of Louisiana, residing therein, and within the jurisdiction of this Honorable Court.

Petitioner further represents, that Gilbert Vergnon bought from Mr. F. H. Soze, by act, under private sale, dated New Orleans, December 9th, 1846, and enregistered in the office of A. Chiapella, a Notary Public in this city, to the date of the 3d April, 1847, a certain lot of ground, designated by No. 9, measuring twenty-eight feet eight inches six lines front on Girod Street, by a depth of one hundred and ten feet between parallel lines, and front on St. John Street, with which it forms the corner, and which will be better described by a copy of the act of sale, Exhibit A, which is prayed to be taken as part of this petition. That said lot of ground had primitively been acquired by Tisseron from one Cruzel, in favor of whom said P. C. Tisseron did consent a mortgage of two thousand dollars as part of payment of said lot, but said Tisseron having paid to the mortgage two notes of five hundred dollars, each payable at one year, said mortgage, according to law did erased

(Margin.) Third District Court, No. 36 of the Docket, page second of the transcript. Judgment, page 4 of same transcript. Judgment, page 10 of same transcript.

the partial mortgage of one thousand dollars, as it appears by the act of discharge or raising passed by Chiapella, Notary Public, dated July 1st, 1846, in virtue of which the partial mortgage of one thousand dollars being erased, September 5th, 1846, by the recorder of mortgages, in conformity with a judgment of the Third District Court, entered July 11th, 1846, and signed July 23d, 1846. But illegally and fraudulently, Vredenburgh & Co., who far of being creditors of Tisseron, were greatly indebted to him for damages caused to said Tisseron; did cause fraudulently said mortgage of $1000 dollars to be reinstated, but without affecting the true creditors of Tisseron, who were enregistered in the office of the keeper of mortgages, and not to the detriment of the lawful and true creditors of Tisseron, and caused fraudulently the said lot of ground to be illegally sold for the payment of those two dead notes, to which they had no right at all, as will show transcript of the case of Vredenburgh & Co. v. P. C. Tisseron, No. 7.934, of the Commercial Court of New Orleans, from which an affidavit, stating that Mr. Grivot, the counsel of Tisseron, with whom it had been resolved that five hundred dollars should be asked in recomvention, as damages for illegal and unjust seizure of the goods belonging to Tisseron, had been corrupted and bribed by Vredenburgh & Co., to let them have a judgment by default, without the knowledge of said Tisseron, has been taken away from among the papers; the transcript in the case of Vredenburgh & Co. v. P. C. Tisseron, No. 89 of the docket of the Third District Court of New Orleans; the transcript of the case of P. I. Poincelin v. Frederick Durive, recorder of mortgages of New Orleans, No. 36 of the docket of the Third District Court of New Orleans; the transcript containing the seizure and most abominable fraud in the case of Vredenburgh v. P. C. Tisseron, No. 363 of the docket of the Fourth District Court of New Orleans, where it has been taken advantage of, the almost murder committed on your sick petitioner, to commit without his knowledge the most revolting fraud; the transcript in the case of P. C. Tisseron v. Vredenburgh & Co., No. 250 of the docket of the Third District Court of New Orleans; the transcript in the case of Gilbert Vergnon v. Vredenburgh & Co., and John L. Lewis, Sheriff, No. 775 of the docket of the Fourth District Court of New Orleans, and at last the transcript in the cases of Cyrot Gentes *v.* Vredenburgh & Co., No. 4299 of the docket of the Fourth District Court, and No. 2207 of the docket of the First District Court of New Orleans, which are prayed to be considered as part of this petition.

In order to show that anyhow the property claimed by Vergnon, which property failed fraudulently in the possession of Vredenburgh & Co., who transfered it to F. A. Conant, must be restituted to him (Vergnon), with the rent at the rate of twenty-five dollars a month; that Vredenburgh took advantage of his influence, and of the craftiness of the pettifoggers he did employed to obtain by a mean theft,

to the prejudice of Vergnon and the bearers of the two remaining notes due by Tisseron, and to the prejudice of other mortgages, the property now claimed, and to show particularly by the transcript in the case of Vredenburgh v. P. C. Tisseron, No. 363 of the docket of the Fourth District Court of New Orleans, that they took advantage of the sickness that they had caused to defendant, to commit, without giving notice, and without his knowledge, the most revolting fraud, by anticipating the publications of monition, when they knew that defendant was not able to have any knowledge of the fact, before homologation, and by rising illegally the mortgages in favor of the legal and *bona fide* mortgagees.

These are, in few words, the facts. Tisseron bought from one Cruzel the property now claimed by Vergnon, and for part of payment delivered four notes, of five hundred dollars each, two of them payable in one year date, and the two others in two years, but afterwards Tisseron paid by anticipation the two notes dated at one year, and he was, as probably almost all the lawyers would been, bona fide believer that he could put the same notes in circulation till, according to date, they become due, when he saw in the newspapers goods advertised to be sold by Vredenburgh & Co., at such a term of credit at the condition of indorser at satisfaction, and did step to the office of Vredenburgh & Co., and told them that he wished to be a bidder at the auction advertised by them, but that he was not able to give an indorser as required, but he had such notes, bearing mortgage in a property that he had bought, and that he had paid by anticipation, having yet to run about the same time allowed by themselves, and he offered them in lieu of an indorser; the answer of Vredenburgh & Co. been, that if such were the facts, they should accept those notes for an indorser, if he (Tisseron) give them the notes with the direction of the notary, who did sign them, ne varietur, and to see to the mortgage office if the mortgage had not been raised. Tisseron left the notes to Vredenburgh & Co., who, having been to the notary and to the mortgage office, where they found all at their satisfaction, received the notes for indorser; and Tisseron been permitted to bid up, and after conventional payment, they delivered the goods to said Tisseron, who was then the true and bona fide owner of said goods, till to the expiration of the notes he had furnished; but some time after, too late to have a right of action, they been appraised by some way or other, that when the mortgagee had paid the mortgagor, the mortgage is raised by that fact; that circumstance or point of law was not known by Tisseron, who was of bona fide, and it is very probable that very few lawyers in New Orleans would been better informed.

Then Vredenburgh wrongfully applied to Tisseron; told him that it was appearing that his notes were good for nothing, and that he must give an another security or to pay immediately; then Tisseron went to a lawyer, who told him that it was appearing that Vredenbourgh & Co. were crazy, not to mind them at all.

The law says, that when the condition of the sale is, that a good security must be furnished in case the good security become a bad one, an another good security must be given in his stead; but when it has been agreed to receive distinct and named security, never another one can be required, and Tisseron was in that last circumstance, but by perjury, fraud, bribery, and so forth, Vredenburgh & Co. caused the notes declared by judgment good for nothing, the act of sale declared null, the store of Tisseron forcibly and almost burglariously entered under appearance of legality, his goods stolen, and the notes which they caused to be declared not bearing mortgage and good for nothing, they caused them to be seized and sold for nothing, to the detriment of the bona fide bearers of the two last notes of five hundred dollars each, so that said Vredenburgh & Co. are guilty of perjury, fraud, outrages, and theft, towards said Tisseron and others.

Your petitioner further represents, that after the proposition of Tisseron to Vredenburgh & Co., his agreement with Vredenburgh & Co., and the investigation of said Vredenburgh & Co., Tisseron received his goods the 10th April, 1846, after having delivered to Vredenburgh & Co. his promissory note for the sum of $722 65, with the two promissory notes, which were already in his possession, as indorser. Petitioner further represents, that the iniquitous and fraudulent judgment obtained by his misrepresentation and bribery, annulling and cancelling the contract of sale, has been rendered the 6th May, 1846.

That by the facts and declaration of said Vredenburgh & Co., said Tisseron being apprised that the property claimed was free from the mortgage of the two notes alluded to, and he (the said Tisseron) sold that claimed property, subject to the payment of the two last notes of $500 each, to one Vedrenne, who bought either for his own use or in behalf of another person, by act dated the 20th May, 1846, said Vedrenne sold it to one Soze, by private sale, enregistered October 19th, 1846, and Soze sold said property to Vergnon by private act, dated New Orleans, 9th September, 1846, and enregistered to the office of Chiapella, notary, the 3d April, 1847.

By act dated 1st July, 1846, before Chiapella, notary, the mortgagee discharged and released the property claimed from the amount of the two notes of five hundred dollars, each paid by the mortgagor.

Petitioner further represents, that Vredenburgh & Co. caused an imaginary mortgage where the property was entirely, equitably, and legally free, since September 5th, 1846, since the judgment of the 6th May, declaring the nullity of the contract of sale of Vredenburgh to Tisseron, and erased in the mortgage office the 5th September, 1846, been reinstated illegally, the twelve of December, 1847. So that it is clearly shown, that when said Vergnon bought the property claimed, according to the certificate of the Register of Mortgages, was entirely free of the mortgage of the two notes alluded to.

Petitioner further showeth, that the date of the fraudulent sale of the sheriff (which was enjoined by Vergnon not to sell the property) took place the 14th April, 1847; and that by act dated March 15th, 1850, said Vredenburgh & Co. sold by act before A. Barnet, notary, said property, with the condition, that if said property was taken from him (Conant), the price paid for should be restituted to him.

Petitioner further says, that by an authentic power of attorney, he does represent the person of Ysidore Detrie absent, and that in such case he must be considered as the very owner of the property of said Detrie, who is assignee and bona fide owner of a judgment in favor of Abyren v. Tisseron, for the sum of four thousand duly recorded in the office of the Register of Mortgages, which has been fraudulently and illegally erased by said Vredenburgh, and whose judgment bear the mortgage on said property claimed, must be reinstated.

Petitioner further represents, in his own behalf and as attorney of P. C. Tisseron, that defendants, Vredenburgh & Co., to carry the fraud to such an end, under all the shapes, did employ a host of pettifoggers against your petitioner, very strictly alone, and having against him all the other lawyers, considering him as an intruder, not belonging to their company, so that the Judges were obliged to yield to general fancy; that among these pettifoggers was a certain Segur, who did employ in the civil suit his influence as District Attorney, and it is to the knowledge of petitioner that they did offer to a respectable French lawyer, Mr. Castera, two hundred dollars, to join them, which of course been refused: such was their determination of forcing injustice by whatever price. That they did commit several perjuries, viz., that Tisseron had failed to furnish paper according to condition, in order to obtain a writ of sequestration, and in order to extort from the Fourth District Court of New Orleans, in the suit of Vredenburgh & Co. v. P. C. Tisseron, No. 363 of the docket of said court, a fraudulent judgment; the 20th of February, three days after the answer was filed, they made, by the advice of Segur, District Attorney, and their counsel in this civil case, an affidavit before Genois, Recorder of the First Municipality, the substance of which was all perjury, as it may partly be shown by the very affidavit, where your petitioner been permitted to take a true and faithful copy in the office of the Recorder, where he was called as for a private affair, before to be dragged through the street, in the jail; the whole substance of the affidavit, which affidavit was mere perjury, and caused your petitioner, attorney in fact of Tisseron and Tisseron himself, to be arrested and locked up. That getting rid of their adversary by that abominable and unheard stratagem, they did fix the cause to the 23d, five days after filing of the answer, and by that cunning theft, they obtained the most fraudulently, an iniquitous and fraudulent judgment, rendered the 1st February, twelve days after the answer of the petition, when in ordinary cir-

cumstances it would require more than six months, and maybe years, to which judgment your petitioner, attorney of Tisseron, was supposed to have consented by his absence, when he was, on purpose, locked up in jail, or sick to death in consequence of the murderous cold he had experienced, and having no chance at all of knowing that the case was fixed; that trick was played by them in consequence of the certitude of loosing their imaginary case, if your petitioner, attorney in fact of Tisseron, had been able to face by himself alone the several it is said four members of the bar roused against him, to whom all the members of the bar present were adjoining, because your petitioner was not belonging to their company, and was considered as an intruder.

Your petitioner further represents, that vainly he did attempt to have Vredenburgh & Co. arrested, to answer *to answer* to the charges of several perjuries, First. To Mr. Genois, Recorder of the First Municipality, who did peremptorily refuse to receive the affidavit, and then to Mr. Crozat, justice of the peace, who did receive the affidavit, but said he could not execute it, and then to Mr. Beverly, who did receive it, as it will be seen by a copy of it, and delivered it to Mr. Outlaw, Deputy Marshal, to execute it, but by a certain coincidence, Mr. Segur, forenamed, the District Attorney, entered the office of the Judge, when Mr. Outlaw was holding the warrant, and informed him of the matter, and in the meantime Mr. Segur, who was the counsel of Vredenburgh & Co., in the civil case, and who knew that the Recorder had already refused to receive said affidavit, said to Judge Beverly, that he had no right to issue such a warrant, that the law had provided for a magistrate for that purpose, and that the Recorder was the only fit person, so that the Judge took back the warrant.

Your petitioner further represents, that Tisseron, in consequence of the fraudulent sequestration and loss of his goods, which ought to be adapted to the payment of a square of ground (he had bought in the vicinity of the workhouse of the now First District), which by that fact was lost, and now should be by itself a fortune, as well as by the fact of the malicious affidavit made against him the 20th of January, 1847, falsely, maliciously, and without the least provocation, before the Honorable Genois, Recorder of the First Municipality, containing slanderous and defamatory allegations, which have been published in all the newspapers of New Orleans, and containing the most abominable instance of perjury, in the views of appropriating to themselves the property of said Tisseron, which malicious facts destroyed his good fame and reputation, by which facts he suffered damages for fifteen thousand dollars, that he is bound to recover at the hands of said Vredenburgh & Co.

Your petitioner further represents, that said Vredenburgh & Co., in order to venge themselves of the protection allowed to said Tisseron, their victim and their prey, they did associate him (petitioner)

to all the slanderous and malicious allegations uttered against Tisseron, and, moreover, maliciously declared him the instigator of the acts of said Tisseron; that by the forementioned affidavit of the 20th January, 1847, which was but a mass incoherent of false allegations and perjuries, by the means of which they caused your petitioner to be arrested and dragged through the public street by the guard of the First Municipality, and caused him to be incarcerated in the public jail among vagabonds and malefactors, where your petitioner did suffer cruelly both in body and mind, and that if the fatal circumstance did not cause him immediate death, it at least did shorten his life by ten years, and caused his health to be altered forever.

Your petitioner further avers, that the said Vredenburgh & Co. did cause the substance of the affidavit, containing slanderous and defamatory allegations against your petitioner, be inserted in all the newspapers of this city, whose extracts cannot be had to annex them to this petition, but the whole will be proved in due time.

Your petitioner further shows, that experiencing that the cold weather was entirely incompatible with his constitution, he was in the intention to pass at least the winter time in a more southern climate, and that he had resolved previous to that, in consideration of his having made a regular and particular study of the medical sciences, of applying for a diploma to the Medical College of Louisiana, and for that purpose he was following regularly the course of lectures of said Medical College, when the affidavit of said Vredenburgh & Co. removed him from said Medical College to the public jail, where he passed several days and nights, without the knowledge of none of his acquaintances, having left his house subject to the rapacity of a bad neighborhood, and having no clothes to protect himself from the cold, which was at that moment the most intense and severest of all the winter; if he hardly escaped to death, he has had his constitution so broken down, that since he has been very often sick, and will never recover; that all his projects, all his plans of conduct, all his businesses altogether, have been overturn by the facts of said Vredenburgh & Co., and that one hundred thousand dollars should be but a little part of the damages caused to your petitioner.

Wherefore, in consideration of the premises, your petitioner prays that said defendants, W. F. Vredenburgh & Co. and Conant be duly cited to appear and answer this petition, and that after all due proceedings had, the sale by the sheriff to Vredenburgh & Co. of the property claimed be declared null and void, and that said Vredenburgh & Co. and Conant be condemned to set Robert Vergnon in possession of the property claimed by him, with the rent of said property to the rate of twenty-five dollars per month from the time they do occupy it, and that said Vredenburgh & Co. be individually and in salido condemned to pay to said Tisseron the sum of fifteen thousand dollars, and to pay in salido to your petitioner the sum of twenty

thousand dollars for damages sustained by him as aforesaid, with interest and costs; and that the mortgage inscribed particularly in favor of T. Alyven, whose the ownership or transfer of said judgment, v. Tisseron, is assigned to Ysidore Detrie, and leaving mortgage on the aforesaid property, be reinstated the all, with interest and costs, &c.

And for all other aid and relief in the premises, and as in duty bound, he will ever pray.

(Signed) CYROT GENTES,
For himself and for all the parties he does represent.

Plaintiff's Exhibit A., filed with Petition.

Sale from Felix H. Loze to Gilbert Vergnon, December 9th, 1846.

State of Louisiana, City of New Orleans.

Be it known, that this day, before me, Achille Chiapella, a notary public, in and for this City and Parish of New Orleans, duly commissioned and sworn, personally came and appeared Mr. C. Gilbert Vergnon, residing in this city, who produced and exhibited unto me, notary, a certain original document, written in the French language, under private signature, purporting to be a sale and transfer of rights made by Felix H. Loze to said appearer, in and to a certain lot of ground, situate in the Faubourg St. Mary, of this city; and at the request of said appearer, I have made record of said original document, in this my current register, the same being in the words and figures following, viz.:

"Je soussignée Felix H. Loze demeurant en cette ville déclare avoir vendu, cédé, et transporté des maintenant et a toujours a Mr. Gilbert Vergnon tous mes droit, titre et, interest a un lot de terre situé en Faubourg Ste. Marie de cette ville désigné par le No. Neuf (No. 9) sur un plan dressé par Joseph Pilie voyé de la ville, daté du vingt huit Fevrier mil huit cent trente et deparé en l'étude de Felix de Armas notaire, le dit lot de terre mesure vingt-huit pieds huit pouces six lignes de face a la rue Girod, sur une profondeur de cent dix pieds entre lignes paralleles et face a la Rue St. Jean avec laquelle il forme encognure ensemble avec toutes les ameliorations, circonstances, et dependances y compris les loyers echues et a echoir existant actuellement entre les mains du sheriff.

"La dite rente est faite pour et moyennen la somme de quatre cents piastres que je déclare avoir neçues comptent a charge parle dit acquereur de payer a leur echeance deux billets de cinq cents piastres chaque portant hypotheques sur la dite propriété lesquels billets sont tires et endossés par Pierre Claude Tisseron a la date du vingt quatre Avril mil huit cent quarante cinq et payable a deux ans de date.

"Le dit lot de terre m'apartient pour en avoir fait l'acquisition de

Louis H. N. Vedrenne par acte en date du Sept Août, mil huit cent quarante six.

"(Signed) FELIX H. LOZE,
C. G. VERGNON.
CYROT GENTES,
Temoin.

"N'ELLE ORLEANS, le 9 Decr. 1846.

"Ne parlant pas anglais et devant m'absenter je constitue Mr. Cyrot Gentes, mon mandataire général et special pour tout ce qui pourra concerner le lot de terre mentionné ci dessus en lui dormant le pouvoir de substituer â sa place qui bon lui semblera.

C. G. VERGNON.

And having so recorded said document, I have at the request of said appearer annexed the same in the margin of these presents.

And thereupon personally appeared and intervened to this act, Cyrot Gentes, of this city, who being duly sworn, declared that he was present at the execution of the above-recorded document, and that the signature of Felix H. Loze thereto is genuine.

Done and passed at New Orleans, this third April, eighteen hundred and forty-seven, in presence of Victor Burthé and Edward Gottochalk, witnesses, who have signed their names with the said appearers and me, notary.

(Signed) C. G. VERGNON,
VICTOR BURTHE,
CYROT GENTES,
E. GOTTCHALK.

A. CHIAPELLA.
Notary Public.

I certify the foregoing to be a true copy of the original act on record in my office. New Orleans, this 20th December, 1847.

A. CHIAPELLA, [SEAL.]
Notary Public.

Plaintiff's evidence, filed 1st May, 1855.

Transcript from the State Court.

State of Louisiana, Commercial Court of New Orleans.

VREDENBURGH & Co.
vs.
P. C. TISSERON. } No. 7934.

Petition filed 14 *April*, 1846.

To the Honorable Wath, Judge of the Commercial Court of the City of New Orleans:

The petition of Wrightfield, Vredenburgh, and William H. Vreden-

burgh, residing and trading in New Orleans, under the commercial style of W. F. Vredenburgh & Co., respectfully shows:

That on Friday, the tenth of April instant, Pierre C. Tisseron, also of New Orleans, purchased at public auction at the store of your petitioner, sundry groceries, which are particularly enumerated and set forth in the statement marked A, annexed hereto and prayed to be made a part hereof, the price for which the said goods were purchased amounting in all to the sum of seven hundred and twenty-two 65-100 dollars. Your petitioner further represents that the conditions on which the above-mentioned sale was made were as follows, to wit: that the said Tisseron was to furnish approved paper, payable at ninety days from the day of sale.

Your petitioner further represents, that the goods aforesaid were duly delivered to the said Tisseron, and are now in his possession on contract, but that the said Tisseron has failed to comply with his contract, or to furnish the necessary approved paper, but that on the day after the purchase aforesaid, he gave to your petitioner his promissory note, dated New Orleans, 10th April, in favor of your petitioner, for the sum aforesaid, of seven hundred and twenty-two 62-100 dollars, and also as security for the payment of the said described note, two other mortgage notes, each dated New Orleans, 24th April, 1845, and each for the sum of five hundred dollars, drawn by and made payable to him, the said Tisseron, and by him indorsed. All of which will more fully appear by the said three notes, which are hereto annexed for reference.

Your petitioner also represents, that when the said Tisseron offered the notes aforesaid in payment and security for the aforesaid bill of seven hundred and twenty-two 65-100 dollars, your petitioner agreed to accept of the same, if on examination they were found satisfactory and sufficient; that the said notes were found to be not satisfactory nor sufficient, of which the said Tisseron was duly informed; whereupon he told your petitioner that he would furnish other and sufficient security, which he has utterly failed and neglected to do. Your petitioner further alleges, that he fears that the above mentioned Pierre Tisseron will send the property in dispute, and which this petitioner claims, out of the jurisdiction of this Court during the pendency of this suit, or that he, the said Tisseron, may part with, conceal, or dispose of the said property, during the pendency of this suit, to the injury of your petitioner.

Wherefore your petitioner prays that the aforesaid contract of sale be annulled, that the said Tisseron be condemned to return and deliver up to your petitioners the goods aforesaid, and for a writ of sequestration against the property herein set forth and described, for general relief and costs of suit.

Signed, L. N. SPRING,
Attorney for Petitioners.

Affidavit of Petitioners, filed with petition.

W. Feild Vredenburg being duly sworn, doth depose and says that all the obligations and statement contained and set forth in the above petition are true, and furthermore he fear that Pierre C. Tisseron will remove, make away with, or dispose of, or conceal, the property mentioned in the said petition, or remove the same out of the jurisdiction of this Court during the pendency of this suit,

(Signed) W. VREDENBURGH.

Sworn to and subscribed, 14th April, 1846, before me,

ED. GARDENE,
Clerk.

Statement, marked A., filed with the Petition.

36	Cases of Muscat wine,		$2 12½	$76 50
4	Boxes Tobacco,		4 12 n 6¼	25 75
1	Case M. Indigo,		1 23 n 58	71 34
4½	Pipes Sugnette Brandy,		2 39 gr. 5	55 35
1	Cask Rum,	111 G.	56	62 16
1	" "	129	55	70 95
1	Case Sardines,	24	59	14 16
1	" "	48	33	15 84
1	Pipe Gin,	128	55	70 40
5	Boxes Tea,	650	48	31 20
5000	Lord Byron Regales,	pr.,	10½	52 50
7000	Principee,		5½	38 50
2000	Regalias,		14	28 00
5	Cases Orange Flower,		2 00	10 00
				$722 65

(Signed) W. VREDENBURGH & CO.

Order for the Amount of the Security.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON.

Let the security, in this case, be, . . . $500 00

(Signed) C. WATTS,
Judge.

Bond.

Know all men by these presents, that we, W. F. Vredenburgh & Co., and Campbell & Labranche, of the City of New Orleans, and State of Louisiana, are held and firmly bound unto Pierre C. Tisseron in the sum of five hundred dollars, lawful money of the United States

of America, to be paid to the said Pierre C. Tisseron, heir, executor, administrator, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly, by these presents; sealed with our seal, and dated the fourteenth day of April, in the year of our Lord 1846.

Whereas W. F. Vredenburgh & Co. have this day presented a petition to the Honorable the Commercial Court of New Orleans, praying a sequestration, now in possession of P. C. Tisseron, defendant, in this suit, No. 7934.

Now the condition of the above obligation, that we, the above bound Vredenburgh and Campbell & Labranche, will well and truly pay to the said P. C. Tisseron, the defendant in said suit, all such damages he may recover against us, in case it shall be decided that the sequestration was wrongfully obtained.

(Signed) W. F. VREDENBURGH,
CAMPBELL & LABRANCHE.

Signed and delivered in
the presence of L. N. SPRING.

Note furnished by P. C. Tisseron for the payment of the Goods.

Translation from the French.

$722 65.

NEW ORLEANS. April 10th, 1846.

Ninety days from date, I will pay to the order of W. F. Vredenburgh & Co. seven hundred and twenty-two dollars and 65 cts., for value received in merchandise.

(Signed) TISSERON.

The two mortgage notes, being the indorser received by Vredenburgh & Co., according the conditions of sale set forth in the newspaper, have been taken away by plaintiffs.

Received September 2d, 1846, from the clerk the two mortgage notes on file in this case.

Signed, L. M. SPRING,
Attorney for Plaintiff.
By A. A. FRASER.

Order for Writ of Sequestration, issued 14th April, 1846.

It is ordered, that a sequestration issue in this case as prayed for, and according to law, on plaintiffs, giving bond with Campbell and Labranche, as sureties, in the sum of five hundred dollars, conditioned as the law directs. New Orleans, 14th April, 1846.

ED. GARDENE,
Clerk.

Writ of Sequestration, issued 14*th April*, 1846.

Commercial Court of New Orleans, the State of Louisiana.

WM. F. VREDENBURG & Co.,
v.
P. C. TISSERON.

To the Sheriff of the Parish of Orleans, Greeting.

You are hereby commanded, in the name of the State of Louisiana, and of the Commercial Court of New Orleans, to sequester and take into your possession the following groceries and goods, to wit:

36 Cases Muscat Wine.
4 Boxes Tobacco.
1 Case M. Indigo.
4½ Pipes *Seignette* Brandy.
2 Casks Rum.
2 Cases Sardines.
1 Pipe Gin.
5 Boxes Tea.
5000 Lord Byron Regalias.
7000 Principes.
2000 Regalias.
5 Cases Orange Flower.

Which were sold at auction and delivered by the plaintiffs to, and are now in the possession and control of the defendant Tisseron, and the same to hold safely, subject to the further order of Court, and what you do in the premises you make return thereof with this writ to our said Court, on or before the second Monday of May next.

Witness the Honorable Charles Watts, Judge of said Court, this 14th day of April, in the year of our Lord one thousand eight hundred and forty-six, and in the 70th year of the Independence of the United States.

Signed, ED. GARDENE,
Clerk.

Sheriff's Return on Writ of Sequestration.

Received April 14th, 1846, and seized and took in my possession 29 cases Muscat Wine, 1 case M. Indigo, 4½ pipes Seignette Brandy, 2 cases Sardines, 5 boxes Tea, 5 cases Orange Flower, which I hold subject to the order of this Honorable Court. Returned April 29th, 1846.

Signed, ARM'D GUYOL,
Deputy Sheriff.

Order.

Let supplemental petition be filed.

C. M. WATTS,
Judge.

Supplemental Petition, filed 15th April, 1846.

To the Honorable Watts, Judge of the Commercial Court of New Orleans:

The Supplemental Petition of Wright Field Vredenburgh and William H. Vredenburgh, residing and trading in New Orleans, under the commercial style of W. F. Vredenburgh & Co., respectfully shows, that, since the original petition filed herein, a writ of sequestration has issued, and that a part of the property therein set forth has been seized, and is now in the custody of the officer of this Honorable Court. But your petitioner further show that other portion of this property, to wit:

7	Boxes Muscat wine,	$14 87½
1	Case Orange Flower,	2 00
2000	Regalias,	28 00
7000	Principees,	38 50
5000	Lord Byron Regalias,	52 50
1	Pipe Gin,	70 40
1	Cask Rum,	70 91
1	" "	62 16
4	Boxes Tobacco,	25 75
		$365 13½

amounting, in all, to the sum of three hundred and sixty-five dollars, 13½ cts., or thereabout, have been by said Pierre C. Tisseron concealed, removed, or otherwise disposed of, so that they are altogether lost to your petitioner. Also, that your petitioner hath been damaged by the failure of said Tisseron to comply with his contract aforesaid, in the sum of one hundred and fifty dollars for that amount lost or expended in difference of value and money paid.

Wherefore, your petitioners pray, respectfully, that the said Pierre C. Tisseron be cited to answer this and the original petition filed herein; and that, after due proceeding, he be condemned to pay to your petitioners the additional sum of three hundred and sixty-five dollars, 13½ cts., with one hundred and fifty dollars damages, costs of suit, and for general relief.

(Signed) S. M. SPRING,
For Petitioners.

Citation.

State of Louisiana, Commercial Court of New Orleans.

Mr. Pierre C. Tisseron, of New Orleans.

You are hereby summoned to comply with the demand contained in the Petition and Supplemental Petition, of which a copy accompanies this citation; or deliver your answer to the same in the office of the Clerk of the Commercial Court, in the City of New Orleans, in ten days after the service hereof.

Witness, the Honorable Charles Watts, Judge of the said Court, the 15th of April, in the year of our Lord 1846.

(Signed) ED. GARDERE,
Clerk.

Service.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

Received, April 15th, 1846, and on the same day served copies of Petition and Supplemental Petition on the defendant in person.

Returned April 15th, 1846.

ARM'D GUYOL,
Deputy Sheriff C. C.

Order, entered the 21st April, 1846.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

On motion of Grivot, of counsel for defendant, and on showing to the Court that certain goods and merchandise have been sequestered in this case, and are in the custody of the sheriff, it is ordered by the Court, that the defendant have leave to prove the goods sequestered, upon giving bond in the sum of twelve hundred dollars, with good solvent security, conditioned as the law directs.

Default, entered 27th April, 1846.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

On motion of L. M. Spring, of counsel for plaintiffs, and upon showing to the Court that the defendant has failed to answer, though duly cited so to do, ordered, that judgment by default be herein entered.

Order, entered the 27th April, 1846, by Plaintiffs.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

On motion of L. M. Spring, of counsel for plaintiffs, and on showing to the Court that certain goods have been sequestered in this case, amounting to $300, or thereabout, and which are now in the custody of the sheriff, the defendant having failed to bond the same, and ten days having elapsed, it is ordered that the plaintiffs have leave to take the same into their own custody, on giving bond in the sum of five hundred dollars, with sufficient security conditioned as the law directs.

Judgment.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

On motion of L. M. Spring, of counsel for plaintiffs, and on producing to the Court due proof of said plaintiffs' demand, it is considered that the judgment, by default, herein entered on the 27th ultimo, be confirmed; that the contract of sale referred to in the petition, be cancelled and annulled; that the plaintiffs, W. F. Vredenburgh & Co., recover the goods sequestered; and that they do also recover of the defendant, Pierre C. Tisseron, four hundred and two dollars and 60 cts., the value of the goods not sequestered, but disposed of by the defendant and auctioneer commissions and advertising; and it is further considered that the defendant pay the costs of suit.

Rendered 1st, and signed the 6th May, 1846.

(Signed) C. WATTS,
Judge.

Notice of the Judgment by Default.

State of Louisiana, Commercial Court of New Orleans.

W. F. VREDENBURGH
v.
P. C. TISSERON. } No. 7934.

To P. C. Tisseron, Esq.

Sir: Take notice, that judgment has been entered against you in the above entitled case, decreeing that the contract of sale referred to in the petition, be cancelled and annulled; that the plaintiffs, W. F. Vredenburgh & Co., recover the goods sequestered; and that they do also recover of you four hundred and two dollars and 66 cts., the value of the goods not sequestered but disposed of, and auctioneer commissions and advertising; and that you pay also the costs of suit.

Which judgment was rendered 1st, and signed the 6th of March, 1846.

DEVERGES,
Deputy Clerk.

NEW ORLEANS, 6th May, 1846.

Service.

Received May 6th, 1846, and on the 7th served copy of the within notice of judgment on the defendant in person.

Received May 8th, 1846.

Signed, MICHAEL DE ARMAS,
Deputy Sheriff.

Petition for nullity of Judgment, filed May 15th, 1846.

Tothe Honorable Charles Watts, Judge of the Commercial Court of New Orleans.

The petition of Pierre Claude Tisseron, of New Orleans, respectfully represents, that in the case of W. F. Vredenburg & Co., v. P. C. Tisseron, a judgment by default has been entered against him in this Honorable Court, on the 1st, and signed 6th May, 1846, as follows:

Decreed, that the contract of sale referred to in the petition be cancelled and annulled, that the plaintiffs, W. F. Vredenburg & Co., recover the goods sequestered, and that they do also recover of you four hundred and two dollars, the value of the goods not sequestered, but disposed of, and auctioneer commissions, and advertising, and that you pay, also, the costs of suit.

The said judgment is void and null, for several reasons. 1st, defendant having not been cited in conformity with the requisites of the law.

Petition filed in this case has been written in English only, and the French is the maternal tongue of your petitioner. Art. No. 172, Code of Practice, and that in consequence your petitioner, who do not know a single English word, don't know nothing *all* about the allegations of plaintiffs, and brought the papers to Mr. Grivot, his lawyer, who took charge of the case, and it has been agreed he would ask five hundred dollars damages, by the answer came with him in the Court, and your petitioner was perfectly satisfied that the answer was filed, the lawyer telling that the case should not take place before November next.

That plaintiffs, to obtain judgment, did not comply with the Article 312 of the Code of Practice.

Petitioner further shows, that this judgment has been obtained through fraud, bribery, perjury, false document, and every ill practice of the plaintiffs, as provided by the Art. 607 of the Code of Practice, and as it is set forth in the affidavit of defendant on file.

That from the above fact, the aforesaid judgment is null and void.

Wherefore petitioner prays that said W. F. Vredenburg & Co. be

cited to appear before this Honorable Court, and that after due course of law it be decreed that the judgment rendered in the above case be declared void and null, with costs.

He further prays for all and general relief, and in duty bound he will ever pray.

(Signed) TISSERON.

Affidavit filed with the petition.

Commercial Court.

W. F. VREDENBURG, *v.* P. C. TISSERON. } No. 7934.

Pierre Claude Tisseron duly sworn, doth depose and say, that he is the bona fide purchaser and owner of goods referred to in the petition of plaintiff in this case, that a judgment, the result of the greatest fraud which ever took place, order to be taken away from him, to its great injury. That he did obtain these goods by a private agreement, and not at all under a general condition, as alleged by petition of plaintiffs.

That, by seeing in the newspapers, a sale advertised in the store of plaintiffs, he did go to his office, and informed him that he was not able to buy, after the condition of the sale, but that he should give him for security, those two notes (now on file) signed ne varietur by such notary, living in such place, as they were; and the answer been that he was not able to send immediately to the informations, but that he (deponent) should be able to bid provisionally on the merchandise he should wish; and that after the sale he or they should deliver them to him, in case they be satisfied with the result of their investigations; and that in the contrary case, they should not deliver the goods, should give back the notes, and that thus all should be right: the result of their investigations prove that they were satisfied with that conventional security; and though deponent did offer him or them to let the goods stay one or two days more, to give them a better chance to satisfy themselves, the answer was, they had rather to deliver them immediately; so that deponent is the bona fide owner of said goods.

That deponent afterwards did receive papers written in English only, to which he knew nothing at all; brought them to Mr. Grivot, his lawyer, who yet has them in his possession; and it being agreed with him, that five hundred dollars damages should be asked by the answer, and the lawyer who came with him made something into court, and told to deponent that the suit should not take place before November next, and deponent was perfectly satisfied that the answer was filed. That by some reasons or other, independent of defendant's will or exertion, not perfectly known by deponent, the answer was not filed.

Deponent further avers, that it is positively through fraud, bribery, destinesty, false and document perjury; and that said plaintiff did obtain judgment, that on the contrary case judgment would been against them.

Sworn to and subscribed this 4th day of May, 184 , before me,
DEVERGES,
Deputy Clerk.

Writ of Fieri Facias, issued 21st May, 1846.

State of Louisiana, Commercial Court of New Orleans.

The State of Louisiana, to the Sheriff of the Parish of New Orleans, greeting:

We command you, in the name of the State of Lousiana, and of the Commercial Court of New Orleans, that you demand from the defendant, P. C. Tisseron, four hundred and two 66-100 dollars, and also the sum of eleven dollars and fifty cents costs, which the plaintiffs, W. F. Vredenburgh & Co., lately recovered by judgment of the Commercial Court; and if he shall not pay the same after legal demand, that then you cause the same to be made out of the present estate of the said defendant, Pierre C. Tisseron, except slaves, in your district, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of said defendant, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of said defendant in your district, whereof he was owner on the 6th day of May, 1846, in whose hands soever they may have come, and that you have those moneys before our said court, to render the said plaintiffs, W. F. Vredenburg & Co., for the judgment aforesaid, on the second Monday of July next, together with this writ.

Witness, the Honorable Charles Watts, Judge of the said Court, the 21st day of May, in the year of our Lord, one thousand eight hundred and forty-six, and in the seventieth year of the Independence of the United States.

(Signed) J. R. TOLEDANO,
Deputy Clerk.

Service.

Received May 21st, 1846, and made demand of payment of the within writ of the defendant, which being refused, I seized and advertised for sale the following described notes, having previously given the legal notice of seizure to said defendant.

Two promissory notes drawn by the defendant, Pierre C. Tisseron, each for sum of $500, dated New Orleans, April 24th, 1845, and payable one year after date to his own order, and bearing mortgage in conformity of an act, dated 24th April, 1845, before Lewis F.

Maureau, notary public, in this city; and all the formalities required by law after having been duly complied with, and said notes being duly appraised, were offered for sale at public auction in the rotunda of the City Exchange, St. Louis Street, on the 31st day of August, 1846, at 12 o'clock M., when W. F. Vredenburg & Co. being the highest and last bidder, the said notes were adjudicated to said W. F. Vredenburgh & Co. for the price of four hundred dollars, cash. $400 00. But the purchaser being the plaintiff in this case, paid me the charges, amounting to seventy-seven and 39-100 dollars (77 35), and retained in his hands the balance, $322 65, amounting to three hundred and twenty-two 65-100 dollars, on account of his judgment.

No other property found to satisfy the balance of this writ.

Returned September 1st, 1846.

Signed, BLOSSMAN,
Deputy Sheriff.

Sheriff's office, Parish of Orleans. In the Commercial Court of New Orleans.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

To Mr. P. C. Tisseron.

You will please appoint an appraiser to estimate the property seized in this suit, who will attend at the Sheriff's office on Saturday, the 29th day of August, 1846, at 10 o'clock A. M.

MICHEL DE ARMAS,
Deputy Sheriff of the Commercial Court.

NEW ORLEANS, July 28th, 1846.

Service.

Received, the 5th day of August, 1846, and executed on the 6th, by leaving a copy of the writing at the residence of defendant, Tisseron, with an inmate of the house, a free white man, above fourteen years of age.

(Signed) A. HOBERT,
Deputy Sheriff.

Exception and answer to petition annulling, and filed 25th May, 1846.

Commercial Court.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

W. F. Vredenburgh & Co. now come and except peremptorily to the petition of P. C. Tisseron.

1st. That his action is improperly brought. There is no such suit now pending as W. F. Vredenburgh v. P. C. Tisseron.

2d. That Tisseron set forth no available ground of action.

Wherefore, respondents pray that their exception be sustained, and the petition dismissed.

But if their exception be overruled, these respondents plead general denial, and specially that by petitioner's own admission he had an attorney who entered appearance on the minutes, which said attorney, Grivot, Esq., was apprised beforehand of every step taken by these respondents on the above-entitled suit, that petitioner waived copy of petition written in French, expressly saying that he could understand English well enough, and wished to avoid expenses.

That petitioner's allegation are vague and contradictory, and nothing can be proved under them.

Wherefore, the premises being considered, respondent pray to be dismissed with cost, and for general relief.

(Signed) SPRING,
For Respondent.

Notice of Trial of the Exception.

Commercial Court.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

To P. C. Tisseron, Esq.

Sir: Take notice, that the Exception, filed in the above entitled suit, is fixed for trial on Friday, 29th instant, at 9 o'clock A. M.

P. DEVERGES,
Dep'y Clerk.

NEW ORLEANS, 25th May, 1846.

Sheriff's Return on Notice of Trial.

Received May 25th, 1846; on the same day served copy of the within notice on the defendant in person.

Returned May 26th, 1846.

(Signed) ARN. GUIOL,
Dep'y Sheriff.

Order. Cause submitted, May 29th, 1846.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

The Exception, filed in this case to the petition of P. C. Tisseron for a nullity of judgment, came on this day for trial before the Court.

S. M. SPRING,
For Plaintiffs.
CYROT GENTES,
On behalf of Defendant.

After hearing agreement of counsel, the Court took the same under consideration.

Reasons for Judgment on Exception, filed 30th May, 1846.

Commercial Court.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

I consider the affidavit to be in the same nature of a supplement to the petition. Most of the grounds upon which the nullity is grounded, are matter which might have been pleaded to the original suit; and, therefore, cannot be used to obtain an action of nullity, either on forms or in merits; the charges of bribery, fraud, forged papers, &c., are entirely too vaguely alleged. The party who makes such charges, must make specifications, or he cannot be listen to.

It is, therefore, considered, that the Exception be sustained, and the Petition be dismissed, and plaintiff paying the costs of suit.

Judgment on Exception, rendered the 30th May, 1846.

W. F. VREDENBURGH, & Co.,
v.
P. C. TISSERON. } No. 7934.

The court this day, for the reasons assigned on file, ordered that the exception to the petition for a nullity of judgment, filed in this case by the defendant, Tisseron, be sustained, and the petition dismissed at the costs of said defendant.

Rendered 30th May, 1846; signed 4th June, 1846.

C. WATTS,
Judge.

Notice of Plaintiffs to Defendant, filed June 3d, 1846.

NEW ORLEANS, May 25th, 1846.

To Mr. P. C. Tisseron:

Take notice, that the two mortgage notes of you, five hundred dollars each, now on file in the suit of W. F. Vredenburgh, & Co., v. P. C. Tisseron, are hereby offered to be returned to you, and will be ready to be tendered to you at the office of the Clerk of the Commercial Court, between the hours of 12 A.M. and 1 P.M., on Tuesday, the 26th instant, on your paying the amount of the judgment obtained against you in the said suit, with costs; otherwise, they will be seized and sold according to law, *seized and sold according to law.*

(Signed) S. M. SPRING,
Attorney for Plaintiffs.

Service.

Received the original, of which the within is a copy, on the 25th day of May; and in the afternoon of the same day, served the same on P. C. Tisseron, in person, who, after becoming acquainted with the contents thereof, said that he would do nothing about the matter, and would push it to the extent of the law.

(Signed) DE FORESTALD.

Sworn and subscribed, 3d June, 1846, before me,

ED. GARDERE,
Clerk.

And again, on the 2d day of June, made another offer of tender to the said Tisseron, reading the within copy to him, in person, to which he replied, that he wanted do nothing about the matter, and would push it to the extent of the law.

(Signed) DE FORESTALD.

Sworn to and subscribed, 3d June, 1846, before me,

ED. GARDERE,
Clerk.

State of Louisiana, Fourth District Court of New Orleans.

I hereby certify, that the foregoing 24 pages do contain a full and complete transcript of all the proceedings, as well as all the documents filed in and evidence adduced in the case wherein W. F. Vredenburgh is plaintiff, and Pierre C. Tisseron is defendant, instituted in the late Commercial Court of Orleans, and now in the record thereof under the number No. 7934.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of New Orleans, on this 27th day of January, in the year of our Lord one thousand eight hundred and fifty-five, and in the seventy-ninth year of the Independence of the United States.

[SEAL.] JAS. B. MINTAGH,
Deputy Clerk.

This transcript was copied by C. Gentes, and read over and compared by me.

JAS. B. MINTAGH,
Deputy Clerk.

Plaintiff's Evidence, filed 1st May, 1855.

Transcript from the State Court.

State of Louisiana, Third District Court of New Orleans.

PIERRE J. POINCELIN,
v.
FREDERICK DURIVE,
Recorder of Mortgages of New Orleans. } No. 36.

Petition, filed July 11th, 1846.

To the Honorable, the Judge of the Third District Court of New Orleans. The petition of Pierre J. Poincelin, of the aforesaid city, and therein residing, respectfully represents, that he has obtained a judgment in the City Court of New Orleans, against Pierre C. Tisseron, and caused to be seized a property, for the payment of which said Tisseron had subscribed several notes.

That your petitioner took the proper steps to have two of these notes, of five hundred dollars each, dated April 24th, 1846, and both payable at one year, erased accordingly to the Art. 3335 of the C. C. That Mr. Frederick Durive, the Register of Mortgages, do refuse to erase the partial mortgage bearing on the property seized, on the ground that the two notes ought to be presented.

The said Tisseron, who paid the two notes, is absent, but should he be present, he is interested not to erase the mortgage, and should not deliver up the notes.

That the interest of your petitioner should be injured by the refusal of the Register of Mortgages to erase said notes according to law.

Petitioner therefore prays that a writ of mandamus issue to the Register of Mortgages, ordering him to erase the mortgage on the two notes aforesaid mentioned, according to an act passed before Chiapella, notary, the 2d July, 1846, hereto annexed or to show cause why he should not be condemned to do it.

Petitioner further prays for general relief, and as in duty bound he will ever pray.

Signed, POINCELIN.

Pierre J. Poincelin, duly sworn, doth depose and says that all the fact and allegation contained in said petition are true and correct.

Signed, POINCELIN.

Sworn to and subscribed before me. New Orleans, July 7th, 1846.

Signed, LOUIS COURTIN.
Deputy Clerk.

An Act, passed before Chiapella, Notary Public, the 2d day, 1846, *and filed with petition, December 19th,* 1846.

State of Louisiana, City of New Orleans.

Be it known, that this day, before me, Achille Chiapella, a notary public, in and for the City and Parish of New Orleans, duly commissioned and sworn, personally came and appeared John Francis Crosel, Jr., residing in this city, who declared that whereas Pierre Claud Tisseron, of this city, has paid, at their respective maturity, promissory notes subscribed by him, both dated the twenty-fourth April, eighteen hundred and forty-five, each for the sum of five hundred dollars, payable one year after date, duly parafed, *ne varietur*, by Louis Maureau, notary in this city, under date of said notes, he does, by these presents, grant, release, and discharge, up to the amount of said notes, of the mortgage granted by the said Pierre Claude Tisseron in favor of myself, the said appearer, on a certain lot of ground ituated in the suburb St. Mary, of this city, designated by the number *nine*, on a certain plan drawn by Joseph Pilie, surveyor, dated the 28th February, eighteen hundred and thirty, deposited in this office of Felix de Armas, notary in this city, said lot measuring twenty-eight feet, eight inches, and six lines, front on Girod Street, by one hundred and ten feet deep, and front on St. John Street, of which it forms the corner, by act passed before the above-named notary, Louis F. Maureau, on the twenty-fourth April, eighteen hundred and forty-six, in presence of Leonie Burthe and Edward Gallschalk, witnesses, who have signed their names with the said appearer and notary. He, the said appearer, hereby up to the amount of the said two notes, of all inscription taken of said mortgage.

Done and passed at New Orleans, this first day of July, eighteen hundred and forty-six, in the presence of Leonie Burthe and Edward Gallschalk, witnesses, who have signed their names with the said appearer and me, notary.

(Signed) JN. F. CRUSET,
L. BURTHE,
E. GALLSCHALK,
A. CHIAPELLA,
Notary.

Certify the foregoing to be a true copy of the original act on record in my office, in faith whereof I grant these presents, under my signature, and the impress of my seal of office, at New Orleans, this eighteenth December, 1846.

(Signed) A. CHIAPELLA,
Notary Public.

Order, given July 8th, 1846.

It is ordered, that the defendant show cause, on Saturday, the 11th inst., at 10 o'clock A. M., why a peremptory mandamus should not issue against him, as within prayed for.

July 8th, 1846.

J. H. KENNEDY,
Judge.

Service accepted.

I hereby accept the rule. New Orleans, July 19th, 1846.
Signed, FREDERICK DURIVE.

Judgment entered, July 11th, 1846.

The rule herein taken on the Recorder of Mortgages, to show cause why a peremptory mandamus should not issue against him, came on this day for trial.

Cyrot Gentes, Esq., for plaintiffs, defendants, none present in Court, when, after hearing testimony and argument, it is ordered that said rule be made absolute, and that the Recorder of Mortgages do erase and cancel the mortgage granted by Pierre Claude Tisseron, in favor of Jean Francois Cruzel, to secure the payment of two notes drawn by the said Pierre Claude Tisseron, to his own order, and indorsed by him on the 21st of April, 1845, each for the sum of $500, payable one year after date, to the amount of the two above described notes.

(Signed) J. H. KENNEDY,
Judge.

NEW ORLEANS, July 23d, 1846.

State of Louisiana, Third District Court of New Orleans.

PIERRE J. POINCELIN
v.
FREDERICK DURIVE. } No. 36.

Rule, filed December 12th, 1846.

On motion of Watts and Spring, of counsel for W. F. Vredenburgh and Co., holder and owner of the mortgage note herein mentioned, and in suggesting to the Court, and it further appearing, from inspection of the record in this suit, and of the suit of W. F. Vredenburgh & Co. v. Tisseron, in the late Commercial Court, and the suit of W. F. Vredenburgh & Co. v. Tisseron, and others, in this Court, that the proceedings on the part of Tisseron, Poincelin, and others, are in the handwriting of one Cyrot Gentes; also, on being further suggested to the court, that the said mortgage notes were, to the knowledge of said Gentes and of said Poincelin, standing in the hands of third persons, the said persons to them being known, and it appearing from

the record that neither such persons nor the said Tisseron were made parties to those proceedings, and for other reasons apparent in the face of the plaintiff's petition: it is ordered, that the said Cyrot Gentes and Pierre J. Poincelin, show cause, on Saturday next, 9th instant, at 10 o'clock A.M., why the proceeding had herein to erase the mortgage in plaintiff's petition mentioned, should not be avoided and annulled, as a fraud upon the court and upon W. F. Vredenburgh & Co., and further, why the said mortgage should not be reinstated.

Frederick Durive, Recorder of Mortgages, to be served with a copy of this rule. Extract from the minutes; Clerk's Office, N. O., December 12th 1846.

(Signed) C. HYSHAM,
Deputy Clerk.

Order, WATT & SPRING,
Attorneys.

Service.

Received Decr. 12, 184 , served on the 14th of same month, copies of the within order on Cyrot Gentes and Frederick Durive, Recorder of Mortgages, both personally; and on the 15th served copy of the same personally on Pierre J. Poincelin.

Returned 15th Decr. 1846.

JOHN L. LEWIS,
Sheriff.

Answer of Cyrot Gentes, filed December 19th, 1846.

Third District Court.

PIERRE J. POINCELIN
v.
FREDERICK DURIVE. } No. 36.

The answer of James Cyrot Gentes, defendant in this above-entitled case, in answer to the rule taken on the 12th instant by W. F. Vredenburgh & Co., say, that they are not entitled to take such a rule, because they have instituted, on the 12th of October, 1846, before this honorable Court, a suit against the same parties mentioned in this present rule, to have reinstated a certain mortgage upon a certain property, the all mentioned in same petition; that an answer has been filed to said petition, and that the issue is joined, and then the matter in controversy is pending before this honorable Court, and the same will be called in due time to proceed to the judgment of the same.

That it cannot depend upon the wishes of the plaintiffs to dispose of a principal matter in contest by way of rule or motion principally in this case, the matter at issue being a principal one, and containing a right of principal action, which is to be disposed of by petition and

in regular way of proceeding, in conformity with the Code of Practice and the rules of the Court.

That, moreover, all the parties interested or concerned in the matter have not been notified of the said rule and made parties to it.

Wherefore, respondent prays that said rule be dismissed with cost. Respondent further prays for general relief, and as in duty bound.

(Signed) CYROT GENTES.

Order, time to advise. December 19th, 1846.

PIERRE J. POINCELIN
v.
FREDERIC DURIVE, Recorder of Mortgages. } No. 36.

The rule herein taken, on the 12th instant, by W. F. Vredenburgh & Co., Cyrot Gentes, and P. J. Poincelin, came on this day for trial before the Court. Watts and Spring, Esqs., for plaintiff, on rule, Cyrot Gentes in propriâ personâ, P. S. Poincelin in propriâ personâ. After hearing testimony and argument, the Court took time to advise.

Judgment on Rule, filed December 22d, 1846.

Third District Court.

P. J. POINCELIN
v.
A. DURIVE. } No. 36.

Reasons for Judgment, 22d December, 1846.

The suggestions, on which the rule taken herein by W. F. Vredenburgh & Co., C. Gentes, on the 12th instant, was predicated, having been fully proved, and it having been further proved by the plaintiff, Pierre J. Poincelin, in proper person, that the order herein procured in his name against Frederick Durive, Recorder of Mortgages for the City of New Orleans, dated and signed 23d July, 1846, directing the said Recorder of Mortgages to cancel and erase the mortgage granted by Pierre C. Tisseron in favor of J. F. Cruzat, to secure the payment of two notes, drawn and indorsed by him, the 24th April, 1845, each for the sum of $500, payable one year after date, to the amount of the two above described notes, was produced by fraud and misrepresentation, and that the claim and judgment on which the said proceedings were based were simulated and fictitious; and it further appearing that the said Pierre J. Poincelin, in open Court, after confessing the false and fraudulent nature of the said proceedings above stated, further declared, that he renounced all and any right, title, and interest, in and to the order herein obtained, to cancel the said mortgage.

It is therefore ordered by the Court, that the rule aforesaid be made absolute, and that Frederick Durive, the Recorder of Mortgages aforesaid, be directed to reinscribe upon his book of record the above-mentioned mortgage, thus erased by the above-mentioned order, the said inscription to be as of the date when the same was originally inscribed, reserving to third persons such right as they may legally and in good faith have acquired.

J. K. KENNEDY,
Judge.

Petition of Appeal, filed 21st December, 1847.

Third District Court.

W. F. VREDENBURGH
v.
POINCELIN ET ALS. } No. 36.

To the Honorable T. H. Kennedy, Judge of the Third District Court of New Orleans:

The joint petition of Cyrot Gentes, as party, and Gilbert Vergnon, as third person, appellant, respectively, represent, that they have been aggrieved, by a judgment rendered in this Court, in the rate taken the 12th December, 1846, by Vredenburgh & Co. v. P. J. Poincelin, Cyrot Gentes, and Frederick Durive, to reinscribe upon his book of record two notes, drawn and indorsed by P. C. Tisseron, the 24th April, 1845, each for the sum of $500, payable one year after date, and bearing a mortgage, granted by said Tisseron, in favor of J. F. Cruzot, to secure their payment; that Robert Vergnon, one of your joined petitioner, bought the property upon which the mortgage has been by said judgments, previous said judgment, when said mortgage was erased, and is, moreover, the creditor of said Tisseron by judgment.

Wherefore, your petitioner prays an appeal therefrom, by furnishing a good and sufficient bond for the cost.

CYROT GENTES,
As party and as attorney in fact.
G. VERGNON.

Order of Appeal.

Let an appeal be herein granted to petitioner, returnable in the Supreme Court of this State, on the Monday of January, 1848, on the said petitioner giving bond in the sum of one hundred dollars, with good and sufficient security as the law require.

T. H. KENNEDY,
NEW ORLEANS, December 21st, 1847. Judge.

Bond.

Know all men by these presents, that we, *and* B. R. Rives, G.

Vergnon, and Cyrot Gentes, are held and firmly bound unto , executors, administrators, and assigns, in the sum of $100, for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly, by these presents. Sealed with our seals, and dated, in the City of New Orleans, on this 21st day of December, in the year of our Lord 1847.

Whereas the above-bounded Cyrot Gentes, R. Vergnon, and Rivas, this day filed a petition of appeal from a final judgment rendered against Cyrot Gentes and all, in the suit of W. F. Vredenburgh, in the Third District Court of New Orleans, on the 22d day of December, 1846.

Order of Appeal, discontinued December 23d, 1847.

PIERRE J. POINCELIN
v.
FREDERICK DURIVE. } No. 36.

On motion of Cyrot Gentes, Esq., for himself, and as attorney in fact of G. Vergnon, it is ordered, that they have leave to discontinue the appeal herein granted.

State of Louisiana, Third District Court of New Orleans.

I hereby certify, that the foregoing 13 pages contain a full and complete transcript of all the proceedings, as well as of all the documents filed and evidence adduced in the cause wherein Pierre J. Poincelin is plaintiff, and Frederick Durive, Recorder of Mortgages, of New Orleans, is defendant, instituted in this Court, and now on the records, under the Number 36.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at the City of New Orleans, this 29th January, of our Lord one thousand eight hundred and fifty-five, in the 79th year of the Independence of the United States.

[SEAL.] CHARLES WEYSHAW,
Deputy Clerk.

Plaintiff's evidence, filed with Petition.

Transcript from the State Court.

State of Louisiana, Fourth District Court of New Orleans.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 363.

Petition, filed the 25th December, 1846.

To the Honorable G. Strawbridge, the Judge of the Fourth District Court, of New Orleans:

The petition of Wright F. Vredenburgh and William H. Vreden-

burgh, merchants, residing and trading in New Orleans, under the name and style of W. F. Vredenburgh & Co., respectfully shows:

That Pierre Claude Tisseron, who resides in New Orleans, is justly indebted unto your petitioner in the sum of one thousand dollars, with legal interest from the twenty-fourth day of April, one thousand eight hundred and forty-six, for this, to wit, that petitioners are holders and owners of two certain promissory notes, each for the sum of five hundred dollars, and dated New Orleans, in the twenty-fourth day of April, in the year one thousand eight hundred and forty-five; each of said notes being drawn to the order of said Tisseron, and by him indorsed.

Your petitioners further show, that the said Tisseron, in order to secure the payment of said notes at maturity, did, by act passed before Louis F. Maureau, Notary Public of New Orleans, on the twenty-fourth day of April, in the year one thousand eight hundred and forty-five, mortgaged and hypothecated certain property, therein set forth and described, to wit:

One lot of ground, situated in the Foubourg Saint Mary, of New Orleans, designated by the number nine, on a plan made by Joseph Pilie, Surveyor of New Orleans, bearing date of the twenty-eighth day of February in the year one thousand eight hundred and thirty, deposited in the office of Felix De Armas, at the time Notary Public of New Orleans; the said lot of ground measured twenty-eight feet eight inches six lines fronting on Girod Street, by a depth of one hundred and ten feet on Saint John Street, of which it forms the corner; all of which will more fully appear by the said Act of mortgage, and said notes hereto annexed for reference.

Petitioners further allege, that the said Pierre Claude Tisseron, although thereunto amicably requested, refuses to pay the amount for which he is indebted, as aforesaid.

Your petitioners therefore pray, that Pierre Claude Tisseron be cited to answer this petition, and that, after due proceedings, he be condemned to pay the petitioners the aforesaid sum of one thousand dollars, with interest as aforesaid, from the date aforesaid, and costs of suit; and petitioners ask for all general and equitable relief.

WATTS and SPRING,
For Petitioners.

Document filed with the Petition.

Deed of Sale.

Etat de la Louisiane, Ville de la N'lle Orleans.

Ce Vingt-quatre Avril mil huit cent quarante cinq et dans la soixante neuvieme annee de l'independence des Etats Unis D'Amerique.

Par devant Louis F. Maureau, notaire publique dumant commissioné dans et pour la Vielle et Paroisse de la N'lle Orleans y residant et en presence des temoins aprés nommes et soussignes.

A personellement comparu, Mr. Jean Francois Cruzel, Junior, demeurant en cette ville.

Le quel a par ees presentes vendu cede et transporte avee guarantie de tous troubles, dous, donaires, deltes, hypotheques, evictions et autre empechment generalement quelconques.

De Mr. Pierre Claude Tisseron, demeurant en cette ville, a ce present et acceptant acquereur pour lui et ses héritiers on ayant cause.

Un lot de terre situe au faubourg Sainte Marie de cette ville, designe par le No. Neuf sur un plan dresse par Joseph Pilie, voyer de la ville et portant la date de vingt-huit Fevrier mil huit cent trente depose en l'etude de Felix de Armas alors notaire en cette ville le dit lot de terre mesurant viught huit pieds, huit pouces six lignes de face a la rue Girod sur une profoùdeur de cent dix pieds et face à la Rue St. Jean dont il forme l'encognure, et appartient au dit Jean François Cruzel, Junior, pour en avoir fait l'acquisition de M'r Frederic Cassy, suivant acte sous seing prive passe en presence de de termins le Neuf Octobre mil-huit cent quarante-quatre, et le dit sieur Frederic Cassy en etait lui-meme proprietaire pour l'avoir acquis de Monsieur Edward Daly suivant acte sous seing prive en date du Septembre, Fevrier mil-huit cent quarante-trois.

Etant observe que l'acte devente sous seing prive precib de Mr. Frederic Cassy au dit sieur Jean François Cruzel Junior present vendeur a ete enregistre au rang des minutes de Achille Chiapella, notaire en cette ville, suivant acte die dit enregistrement et de la preuve des signatures par Jacques Durand l'un des temoins, en date du douze du present mois D'Avril, (1855).

La presente vente a ete faite et consentie pour et moyennant le pris, et somme de deux mille deux cents piastres en acompte de la quelle, le dit sieur verideur reconnait par les presentes avoir recu la somme de deux cents piastres du dit sieur acquereur, et dont il donne quittance et decharge d'une somme d'autant.

Et quant a la somme de deux mille piastres formant la balance du prix de la presente vente, Mr. Pierre Claude Tisseron acquerer L'oblige de la payer en deux termes et paiement egaux de mille piastres chacun, le premier, des quels echouera dans un an et le second et dernier dans deux ans a compter de ce jour de l'effect de permettre et de faciliter la negociation de la presente obligation, Monsieur Tisseron acquereur a presentement founire quatre billet souserit par liu en date de ce jour dont deux billet sout de la somme de cing cent piastres chacun payable dans un an l'ordre du dit Sieur Pierre Claude Tisseron et endosses par liu, et les deux autres billets egalement de la somme de cinq cent piastres chacun payable dans deux ans a l'ordre du dit Sieur Pierre Claude Tisseron et endosses par lui, a compter de leur date respective, les quel quatre billet apres avoir ete parapher ne variater par le Notaire soussigne pour les identifier au ce le present acte out ete vemir au dit Sieur Cruzel vendeur qui s'en connait en possession.

Et la guarantie du paiement des sus dits quatre billet un de chacun d'eux a leur echeance respective et des frais et autre accessoine s'il y a lieu le lot de terre ci-dessus decrit et presentement vendu demeur oblige, affecte et Hypotheque, par privilege special reserve au vendeur, ou a tous autres porteur des dits billets D'Apnes un certificat delivere par le conservateur des hypotheques dans et pour la Parvisse et ville de la N'lle Orleans en date de ce jour, il apper qu' il viy a point d'hypotheque enregistrer contre le dit Jean Francois Cruzel vendeur, sur la propriete precedamment decrite et presentement vendue.

Au moyen de quoi le dit Sieur Cruzel vendeur cede et transporte au dit Sieur Tisseron acquereur tous les droits de proprieter de guarantie et autre qu'il a et peut avoir sur le lat de terre qui fait l'objet de la presente vente, mettant et subrogant le dit sieur acquereur dans tous les dit droit pour par lui qui se reconnait en bonne et due possession du dit lot de terre en jouir faire et disposer comme de chose a liu appartenant en pleine propriete au terme du present acte.

Dout acte fait et passe, a la N'elle Orleans en l'etude les memes jour mois et ans que dessus, en presence de Messieurs Christopher Isidore Blyden et Joseph Arnaud, tous deux temours requiset domilier en cette ville qui out signe avec les partie et moi notaire apres l'ecture faite.

(Signe) C. ISIDORE BLYDEN,
J. H. ARMAND,
J. F. CRUZEL,
TISSERON,
LOUIS F. MAUREAU,
Not. Pub.

Citation.

The State of Louisiana, Fourth District Court.

W. F. VREDENBURGH & Co.
v.
PIERRE C. TISSERON. } No. 863.

Mr. Pierre C. Tisseron, New Orleans.

You are hereby summoned, to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same, in the office of the Clerk of the Fourth District Court of New Orleans, in ten days after the service hereof.

Witness, the Hon. George Strawbridge, Judge of the said Court, this 6th day of January, in the year of our Lord 1847.

(Signed) JOS. HOPKINS,
Deputy Clerk.

Service.

Received 24th December, 1846. On the 6th January, 1847, served a copy of Citation and Petition on the defendant personally.

Received 6th January, 1847.

JOHN L. LEWIS,
Sheriff.

Answer, filed 18*th January*, 1847.

Fourth District Court.

W. F. VREDENBURGH & Co.
v.
PIERRE C. TISSERON. } No. 363.

The answer of Pierre C. Tisseron to the petition filed against him in this honorable Court by W. F. Vredenburgh & Co., of this city, humbly showeth:

That this respondent deny all and singular the facts and allegations in said petition set forth, except that he was the subscriber and the indorser of the dead promissory notes described in said petition.

He further says, that said Vredenburgh is not a true and bona fide holder and owner of said dead promissory notes.

That respondent, in the end of March or in the beginning of April, 1846, seeing in the newspaper a sale advertised, in the store of plaintiffs, did go to their office and inform them that he was not able to buy according to the condition of the sale, but that he should give them those two notes alluded to in the petition, as they were for security (according to the Article 2051 of the Civil Code), and it has been agreed that said notes should be delivered to them, so that they can make the proper investigations. Before to give an answer, the notes been left to them, and they made all the investigations they choose previous to deliver the goods; and they agreed to take them as security, and accordingly they delivered the goods to respondent. But, afterwards, having been informed that the notes having been paid by the mortgagor to the mortgagee, they did institute a suit in the Commercial Court, No. 7934 of the docket, in order to rescind the sale, and caused the goods, which were legally the property of respondent, be sequestered; and by bribery, perjury, false documents, fraudulent misrepresentations, and corruption, plaintiffs obtained a judgment by default, when it was agreed with the lawyer of respondent, whose the maternal tongue is the French, and knew nothing at all about the only English copy which had been served to him, that said lawyer should make an answer, asking five hundred dollars damages; and that the answer has not been made as he sought; and he received the notice of a judgment by default, rendered without his knowledge, rescinding, illegally, the sale made to your respondent, and condemning him to pay four hundred dollars damages as stated by affidavit, on the ground that the notes were of no avail.

That your respondent, by being informed by that fact that the notes were bearing no mortgage because he had paid them, did left the property subject to the payment of the two unpaid notes.

That plaintiffs, in consequence of the fraudulent judgment obtained against respondent, in consequence of fraudulent misrepresentation, false documents, bribery, corruption, perjury, and every wrong and ill-practices, did cause the two notes alluded to and declared by judgment good for nothing, be seized and sold, and they themselves bought them.

That, in consequence these notes do not bear mortgage as they do allege in their petition, that your respondent did never consented a mortgage in favor of plaintiffs, and that, if he would, the right of said plaintiffs should be lost by the fraudulent judgment, they did obtained without the knowledge of respondent, on the ground that the notes were good for nothing.

That, for the reason above mentioned, the judgement, which put them in possession of said notes, ought to be declared by your honor null and void.

That all the prosecutions of plaintiffs are malicious, and did cause to your respondent damages for five thousand dollars, and upwards; for which sum respondent do make a reconventional demand.

Wherefore your respondent respectfully prays, that the judgment, by which their notes came in possession of plaintiffs, be decreed null and void; the notes be declared as bearing no mortgage and as being no notes; and that plaintiffs be condemned to pay to respondent, as damages, the aforesaid sum of five hundred dollars damages in reconvention. And he prays for all such other and further and relief and remedy as the case may require and the law will permit, and, as in duty bound, he will ever pray.

(Signed) TISSERON.

Document, filed with the Answer.

(Affidavit.)

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 7934.

Commercial Court.

Pierre Claude Tisseron, duly sworn, doth depose and say, that he is the *bona fide* purchaser and owner of goods referred to in the petition of plaintiffs, in this case, that a judgment, result of the greatest fraud which ever took place, order to be taken away from him.

That he did obtain these goods by a private agreement, and not at all under a general condition, as alleged by petition of plaintiffs.

That by seeing in the newspaper a sale advertised, in the store of plaintiff's, he did go to his office, and informed him that he was not able to buy, after the condition of the sale, but that he should give him for security these two notes (now in file), signed *ne varietur*, by such notary, living in such place, as they were, and the answer

been that he was not able to send immediately to the informations, but that he (deponent) should be able to bid (provisionally) on the merchandise he should wish, and that after the sale he should deliver them to him, in case he be satisfied with the result of his investigations, and that in the contrary case, he should not deliver the goods, should give back the notes, and that, thus, all should be right; the result prove he was satisfied with that conventional security, and though deponent did offer him to let the goods stay one or two days more, to give him a better chance to satisfy himself, the answer was, he had rather to deliver them immediately, so that deponent is the *bona fide* owner of said goods.

That deponent afterward did receive paper written in English, to which he knew nothing at all, brought them to Mr. Grivot, his lawyer, who yet has them in his possession, and it been agreed with him, that five hundred dollars damages should be asked by the owner, and the lawyer came with him, made something into Court, and told to deponent that the suit should not take place before November next, and deponent was perfectly satisfied that the answer was filed.

That it is the impression, and even the convinction of deponent, that they did corrupt his lawyer, by bribing, because he has been informed they have book for him, and did talk to him, and that about that time, judgment in default was going on, without the knowledge of deponent, said deponent was looking everywhere for that lawyer, and been not able to meet with him, nor in his office, neither in the Court, he was hiding himself (according to the persuasions of deponent) in order to give to the adverse party the chance of obtaining, fraudulently, a judgment by default.

Deponent further aver, that it is positively through fraud, bribery, dishonesty, false documents, perjury, &c., &c., that said plaintiffs did obtain judgment, that in the contrary case, judgment would been against them.

Signed, TISSERON.

Sworn and subscribed, this 9th May, 1846, before me.

Signed, DEVERGES,
Deputy Clerk.

Power of Attorney in fact, equally filed with the answer.

W. F. VREDENBURG & Co.,
vs.
PIERRE CLAUDE TISSERON. } No. 363.

Fourth Court de District de la N'lle Orleans.

Je declare par ces presentes, constituer Mr. Cyrot Gentes, mon mandataire, General et Special.

(Signe) TISSERON.

Judgment rendered, February 1st, 1847.

After hearing the evidence, the Court considering that the plaintiff's claim is fully proved, it is ordered, adjudged, and decreed, that judgment be entered in favor of the plaintiffs; and that said plaintiffs recover of the defendant, Pierre Claude Tisseron, the sum of one thousand dollars, with legal interest from 24th April, 1846, till paid, and the costs of suit, with privilege and mortgage on the property described in the notarial act annexed to said plaintiff's petition.

Entered, February 1st, 1847.
Signed, February 5th, 1847.

(Signed) GEO. STRAWBRIDGE,
Judge of the Fourth District Court.

Writ of Fieri Facias, issued 18th February, 1847.

State of Louisiana, Fourth District Court of New Orleans.

The State of Louisiana to the Sheriff of the Parish of Orleans. Greeting:

We command you, in the name of the State of Louisiana, and of the Fourth District Court of New Orleans, that you demand from the defendant, Pierre Claude Tisseron, the sum of one thousand dollars, with interest from the 24th April, 1846, till paid; and also the sum of sixteen dollars and twenty cts. costs, which the plaintiffs, W. F. Vredenburgh & Co., lately recovered by judgment of the District Court aforesaid; and if he shall not pay the same after legal demand, that then you cause the same to be made out of the personal estate of the said defendant, except slaves, in your district,—if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of said defendant, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of real estate and slaves of said defendant, in your district, whereof he is owner, in whose hands soever the same may have come; and that you have these moneys before our said Court, to render the said plaintiffs, Wm. F. Vredenburgh & Co., for the judgment aforesaid, on or before the second Monday of April next, together with this writ.

Witness, the Honorable Geo. Strawbridge, Judge of the said Court, the 18th day of February, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-first year of the Independence of the United States.

(Signed) J. R. TOLEDANO,
Deputy Clerk.

Memorandum annexed to the Fieri Facias.

Description of Property.

Un lot de terre situe au Faubourg St. Marie de cette ville designe

par le No. neuf, sur un plan dresse par Joseph Pilie, voyé de la ville et portant la date du vingt-huit Fevrier, mil huit cent trente, depose en l'etude de Felix de Armas alors notaire en cette ville le dit lot de terre mensurant vingt-huit pieds huit pouces six lignes de face a la rue Girod sur une profondeur de cent dix pieds de face a la rue St. Jean dont il forme l'encognure; et appartient au dit Sieur Jean Francois Cruzel, Junior, pour en avoir fait l'acquisition de Mr. Frederick Cassy suivant act sous seing prive passe en presence de temoin, le neuf Octobre, mil huit cent quarante-quatre, et le dit sieur Frederick Cassy, en etait liu meme proprietaire pour l'avoir acquis de Mr. Edward Daly, suivant autre acte sous seing prive, en date du Sept. Fevrier, mil huit cent quarante-trois.

Extract from act of sale. A true copy.

J. R. TOLEDANO,
Deputy Clerk.

Notice of Seizure.

In the Fourth District Court, Parish of Orleans, Sheriff's Office.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 363.

NEW ORLEANS, February 19th, 1847.

To P. C. TISSERON.

Take notice, that I have seized, and in three days from the service hereof, shall proceed to advertise and sell, according to law, a lot of ground, situated in Faubourg Sainte Mary, in this city, designated as number nine, on a plan drawn by Joseph Pilie, surveyor of the city, dated February 28th, 1830, and deposited in the office of Felix de Armas, then a notary public in this city; said lot of ground measuring 28 feet, 8 inches, 6 lines front on Girod Street, by a depth of 110 feet, and front on St. John Street, of which it forms the corner, to pay and satisfy the writ issued in this case, say the sum of $100, with interest and costs, unless the same is immediately paid.

(Signed) MICHEL DE ARMAS,
Deputy Sheriff.

Sheriff's Return, 18th February, 1847, and returned December 5th, 1849.

And made demand of the within writ of the defendant, which being refused, I seized and advertised for sale the property described in the within annexed memorandum, having previously given the legal notice of seizure. And on the day fixed upon for the sale, to wit, on the seventh day of April, eighteen hundred and forty-seven, all the formalities required by law having been duly complied with, and said property being duly appraised, I did, at the hour of twelve o'clock M., repair to the rotunda of the City Exchange, fronting on St. Louis

Street, between Charter and Royal Street, and then and there, after having first announced in a loud and audible voice the terms and conditions hereinafter expressed and specified, I did offer for sale at public auction the said property, when W. F. Vredenburgh & Co. being the higher and last bidder, the said property was adjudicated to the said W. F. Vredenburgh & Co., for the price and sum of one thousand dollars, payable cash, $1,000, which I hereby acknowledge was settled for in the following manner, to wit: the said purchaser paid me the charges and expenses on the sale, amounting to eighty-three dollars, and it appearing that the original mortgage under which the property was sold was given to secure the payment of four notes of $500 each, and that said purchaser and holder of the two notes first due, and the other two notes, if they exist, are in the hands of person unknown, by reason of which the next proceeds of sale, $917, nine hundred and seventeen dollars, was left in the hands of said purchaser, the one-half of which sum to wit, 458\frac{50}{100}$ they are entitled to, and the other is held by them and applicable to the payment of the outstanding two notes, if presented and made good against the property, the said mortgage here above referred to is that granted by Pierre Claude Tisseron, per act passed before Louis F. Maureau, notary, on the 24th of April, 1845, in favor of Jean Francois Cruzel, Junior, his vendor, to secure $2000, and to secure the payment of which outstanding two notes to the amount of 458\frac{50}{100}$, a special mortgage was reserved on the property sold.

Returned December 5th, 1849.

BLOSSMAN,
Deputy Sheriff.

Petition and order for monition; filed September 10th, 1849.

To the Honorable, the Judge of the Fourth District Court of New Orleans.

The petition of W. F. Vredenburgh & Co., commercial firm, trading at New Orleans, composed of Wright F. Vredenburgh and William H. Vredenburgh, of New Orleans, respectfully shows, that on the 7th April, 1847, they purchased the following property, to wit: one lot of ground in Faubourg St. Mary, City of New Orleans, designated as number nine, in a plan drawn by Jas. Pilie, surveyor of this city, dated February 28th, 1830, and deposited in the office of Felix de Armas, then a notary public in this city, said lot of ground measuring twenty-eight feet eight inches and six lines front on Girod Street, by a depth of one hundred and ten feet on St. John Street, of which it forms a corner. At a sheriff's sale, made in virtue of a writ of fi. fa., issued from the Fourth District Court of New Orleans, by the Sheriff of the Parish of Orleans, at the suit of your petitioner, v. P. C. Tisseron, No 363 on the docket of said court, for the price of $1000, and petitioner pray that a monition issued from this court, according to law, calling on all persons who can set up any

right to said property, in consequence of information in the order, decree, or judgment of the Court, under which the said sale was made, or any irregularity or illegality in the appraisement and advertisement, in time or manner of sale, or for any other of the defect whatsoever, and show cause, within three days from the day the said monition is first inserted in the public papers, why the sale so made should not be confirmed and homologated; that said monition be published, according to law, and that if no opposition be filed within the legal delay, the said sale be homologated and confirmed in your petitioner's favor; and your petitioner prays for general relief.

(Signed) WATT & SPRING,
Attorneys for Petitioners.
J. S. HALSY,
Attorney.

Order.

Let the petitioner's application, for a monition be granted.

J. R. TOLEDANO.
Deputy Clerk.

Monition, issued 11*th September*, 1849.

State of Louisiana, Fourth District Court of New Orleans.

The State of Louisiana to all whom these presents shall come. Greeting:

Whereas W. F. Vredenburgh & Co. having purchased at a sale made by the sheriff of the Parish of Orleans, the property hereinafter described, has applied to the clerk of this Court, in whose office the deed of sale was recorded on the 19th day of April, A. D. 1847, for a monition as advertisement in conformity to an act of the Legislature of the State of Louisiana, entitled An Act for the further assurance of titles to purchaser at judicial sales, approved the tenth day of March, 1839.

Now, therefore, know ye, and all persons interested herein are hereby cited and admonished, in the name of the State of Louisiana and of the Fourth District Court of New Orleans, who can set up any right, title, or claim, in and to the property hereinafter described, in consequence of any informality in the order, decree, or judgment of the Court, under which the sale was made, or any irregularity or illegality in the appraisement and advertisement, in time or manner of sale, or any other defect whatsoever, to show cause, within thirty days from the day this monition is first inserted in the public papers, why the sale so made should not be confirmed and homologated.

The said property was sold by the sheriff of the parish aforesaid, on the seventh day of April, A.D. 1847, by virtue of a decree of this Court, rendered on the first day of February, A.D. 1847, in a suit, entitled, viz.,

W. F. Vredenburgh & Co. v. P. C. Tisseron, No. 363 of the docket of this Court, at which sale the said W. F. Vredenburgh & Co. became the purchaser for the sum of $100, payable cash.

Description of Property, as given in the judicial conveyance, viz.

One lot of ground situated in Faubourg St. Mary, of this city, designated as Number Nine on a plan drawn by Joseph Pilie, surveyor of this city, dated January 28th, 1830, and deposited in the office of Felix de Armas, then a notary public in this city: said lot of ground measuring 28 feet, 8 inches and 6 lines front on Girod Street, by a depth of one hundred and ten feet, and front on St. Jones Street, of which it forms the corner.

Clerk's Office, Fourth District Court of New Orleans, this 11th September, 1849.

JAMES B. MURTAGH,
Deputy Clerk.

Proof of Publication, filed November 7th, 1849.

W. F. VREDENBURG & Co.
v.
P. C. TISSERON. } No. 363.

To the Honorable, the Judge of the Fourth District Court:

The petition of Wright F. Vredenburgh and William H. Vredenburgh, composing the commercial firm of W. F. Vredenburgh & Co., and the plaintiffs herein respectfully show, that heretofore, to wit, on the 10th day of September last past, your petitioner filed a petition for a monition according to law, calling on all persons who could so do to set up any right or title to certain property in said petition described, which said property was by your petitioner purchased, by virtue of a fieri facias issued in this case, in consequence of informalities in the order, decree, or judgment of the Court, under which the said sale was made, or any irregularities or illegalities in the appraisement or advertisement, in time and manner of sale, or of any other defect whatsoever, to show cause within thirty days from the day the said monition is first inserted in the public papers, why the sale so made should not be confirmed and homologated.

Your petitioner further shows, that said monition hath been duly advertised, to wit, on the twenty-sixth day of September, on the eleventh day of October, and on the twenty-third day of October, all in the present year, that thirty days have elapsed since the said monition was first published in the public paper. Of all which due proof lies hereto annexed, together with an advertisement of said monition, and that no cause hath been shown, nor opposition filed, why the said sale should not be homologated and confirmed.

Wherefore, the premises considered, your petitioners pray for a judgment on the monition, and that the sale therein mentioned and described, and also more fully mentioned and described in the record of this suit, be homologated and confirmed according to law, and for general relief.

WATTS & SPRING,
Attorneys.

Affidavit, to prove insertion of Monition.

James B. Murtagh, being duly sworn, says, that the annexed monition has been published in the Louisiana Courier, in French and English, on the 26th September, 11th and 23d October, and that said paper is the paper designated by law for judicial advertisements.

NEW ORLEANS, 11th September, 1849.

Sworn and subscribed, before me, this 7th November, 1849.
(Signed) JAMES MURTAGH.

Judgment, rendered the same day, homologated, &c.

This day appeared, in open Court, Watts & Spring, of counsel for W. F. Vredenburgh & Co., purchasers of the property herein described, sold by the Sheriff of the Parish of Orleans, on the 7th day of April, A.D. 1847, by virtue of a decree of this Court rendered on the 1st day of February, A.D. 1847, issued in this case, and who has, in pursuance of the directions of an Act of the Legislature of this State, entitled "An Act, for the further assurance of title to purchasers at judicial sales," approved the 10th day of March, 1834, obtained a monition: said property being one lot of ground, situated in Faubourg St. Mary, of this city, designated as Number Nine, on a plan drawn by Joseph Pilie, Surveyor, of this city, dated February 28th, 1830, and deposited at the office of Felix de Armas, then a notary public in this city: said lot of ground measuring 28 feet, 8 inches and 6 lines front on Girod Street, by a depth of one hundred and ten feet, and front on St. John, of which it forms the corner. And said counsel moved for the homologation of the same, and due proof being made that all the formalities of the law have been fulfilled and complied with; that the advertisement, required by law, have been inserted and published in the French and English languages for the space of time and in the manner required by law; that the property has been correctly described, and the price at which it was purchased truly stated, and no opposition having been made or filed thereto: It is, therefore, ordered, adjudged, and decreed, that the sale of said property, so purchased as aforesaid, be confirmed and homologated.

Rendered, November 9th, 1849.
Signed, November 13th, 1849.
Signed, GEORGE STRAWBRIDGE,
Judge.

Rule taken the 4th December, 1849.

State of Louisiana, Fourth District Court of New Orleans.

Tuesday, the 4th day of December, 1849. Present the Honorable George Strawbridge, Judge.

W. F. VREDENBURG & Co.
v.
P. C. TISSERON. } No. 363.

On motion of Watts and Spring for plaintiffs, and on showing to the Court, that the property mortgaged to secure the notes, sued on in this case, to wit: on lot of ground situated in Fauburg St. Mary, of this city, designated as No. Nine, on a plan drawn by Joseph Pilie, surveyor of this city, dated February, 28th, 1830, and deposited in the office of Felix De Armas, then notary public, which lot of ground measures twenty-eight feet, (28) feet eight inches (8), and six lines, (6), front on Girod Street, by a depth and front of one hundred and ten feet on St. John Street, of which it forms the corner, which property is further mentioned and described in the act of mortgage filed in this suit, was sold by the sheriff of the Parish of New Orleans, on or about the 7th April, 1847, under a judgment rendered in this case, in the two first mortgaged notes, mentioned and described in said act of mortgage, and on further showing that at the time of the sale aforesaid, there were two judgments recorded against said property, and which were, subsequent to the special mortgage aforesaid, to wit:

1st. The general mortgage against P. C. Tisseron, in favor of Samuel A. Thompson, resulting from a judgment rendered by the late Parish Court, 3d June, 1846, for $976, interest and costs.

2d. The general mortgage against the same, in favor of Theophile S. Aliven, rendered by the Fourth District Court, the 31st August, 1846, for $4,120, with interest and costs, and that the sheriff has failed to cancel the said mortgages, under which the said property was sold, to wit:

The mortgage granted by P. C. Tisseron, per act passed before Maureau, notary, dated 24th April, 1845, in favor of Jean Francois Cruzel, his vendor, to secure the payment of $2000.

Ordered, that the sheriff show cause, on Tuesday, the 11th instant, at 10 o'clock A. M., why he should not cause said mortgages to be cancelled and erased, according to law, and especially according to Article 708 of the Code of Practice.

Extract from the minutes.

Signed, P. MAXENT,
Deputy Clerk.

Service.

Received December 4th, 1849, and on the 5th December, 1849, service of the same is accepted by the sheriff.

Returned 5th December, 1849.

JOHN L. LEWIS,
Sheriff.

Order. (*Rule absolute.*)

W. F. VREDENBURCH & Co.
v.
P. C. TISSERON. } No. 363.

The rule herein taken, on the 4th December instant, by plaintiffs, as the Sheriff of the Parish of Orleans, to show cause why the mortgages recited in said rule should not be cancelled and erased, came on this day for trial.

WATTS & SPRING, ESQS.
For plaintiffs, Sheriff in pd. ps.

After hearing evidence and no cause being shown, it is ordered by the Court that the rule be made absolute.

State of Louisiana, Fourth District Court of New Orleans.

I hereby certify, that the foregoing twenty-nine pages contain a full and complete transcript of all the proceedings now had, as well as of all the documents filed in the said, wherein W. F. Vredenburgh & Co. are plaintiffs, and P. C. Tisseron defendant, instituted in this Court, and now on the record thereof, and the No. 363.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of New Orleans, this 27th January, in the year of our Lord one thousand eight hundred and fifty-five, and in the seventy-ninth year of the Independence of the United States.

JAS. B. MURTAGH,
Deputy Clerk.

Plaintiff's Evidence, filed with petition.

Transcript from the State Court.

State of Louisiana.

Third District Court of New Orleans.

PIERRE C. TISSERON
v.
W. F. VREDENBURG & Co. } No. 250.

Petition, filed 18th February, 1847.

To the Honorable F. H. Kennedy, Judge of the Third District Court of New Orleans.

The petition of Pierre Claude Tisseron, of New Orleans, respectfully represents, that W. F. and William H. Vredenburgh, commercial partners, residing and trading in New Orleans, under the name of W. F. Vredenburgh & Co., are justly indebted in solido to your petitioner in the sum of ten thousand dollars damages, suffered by your petitioner, for this.

That on the beginning of April, 1846, your petitioner did see in the newspaper a sale advertised in the store of said Vredenburgh & Co., at credit, at certain condition incompatible with the actual condition of your petitioner, who started to the office of said Vredenburgh to tell them he wished to buy some goods at the sale advertised by them, but that he was unable to comply with the conditions of the sale, but that he had two notes payable at his own order (ordor of petitioner), and indorsed by him, that he had furnished for the payment of a property that he has bought, and that he did pay by anticipation.

The answer been that he was busy at that moment, but that he (your petitioner) may come afterward, and bring him the notes, with the direction of the notary, by which they had been signed, *ne varietur*, and accordingly your petitioner came back, put the notes at his disposition, and gave him the direction of the notary, and of the Keeper of Mortgages, said Vredenburgh been satisfied of the result of his investigations, and agreed to take the notes as an indorser, and in conformity with these conventions, the good been delivered to your petitioner, who verily and faithfully believed that the notes were bearing mortgage, and were negotiable till they became due; so that said notes were an indorser, in conformity with the Article 251 of the Civil Code, but same day, after having been informed that these notes having been paid by the mortgagor to the mortgagee, were no more bearing mortgage, they did institute a suit to rescind the sale, on the ground that the notes, which represented an indorser, in conformity with the Article 2,051, were not good, and did cause the goods belonging to your petitioner to be sequestered; in the mean time, your petitioner, who did not receive a French copy of the petition, according to law, and who don't know at all the English language, was relying upon his lawyer, who did promise him to ask five hundred dollars damages, caused to your petitioner by the illegal prosecution directed against him and that lawyer (probably corrupted) gave to the plaintiff the chance of taking a judgment by default, conforme to their wishes, and they obtained a judgment, cancelling and annulling the sale, and condemning your petitioner to pay about four hundred dollars, and they took back their goods, to the exception of some articles, which in consequence of these illegal and fraudulent prosecutions, been lost.

Your petitioner further aver, that said Vredenburgh did obtain the rescission of the sale, in consequence of perjury; having declared under oath, in the affidavit for their demand in sequestration, that

the condition of the sale was, that petitioner should furnish good paper, when, with only the firm conscience that the notes were good, your petitioner put them in their possession previous the sale, so that by investigation they may ascertain if they may suit them or not, and previous the contract, they been satisfied with the said notes, so that they had no control at all on the goods, till the time stipulated by the bargain be expired.

That in order to recover the judgment of four hundred dollars, that said Vredenburgh obtained fraudulently, together with the rescission of the sale, on the ground that the notes were good for nothing, they caused the same notes, good for nothing, to be seized and sold at auction, and they bought them themselves, it appear, with the conviction that they were worth, at par, the money represented by them, and that they had stole them under the protection of the law, to your petitioner, who was without the goods and without his notes.

That the creditor of your petitioner awaken by these malicious prosecutions, did intent suit against your petitioner, and cause the mortgage of the notes, which were declared by judgment good for nothing, to be erased, according to law. That said Vredenburgh after having, by their wrong, fraudulent, and malicious prosecution, caused the loss of the credit and of the good name of your petitioner, and exasperated his creditor against him, were furious of having not succeeded in taking, without no consideration, or rather by stealing, the two notes, that they ought to have sought good for nothing, having themselves caused them to be declared good for nothing, by a judgment obtained fraudulently, in the Commercial Court, No. 7934, of the docket, on or about the 20th January, 1847, falsely, maliciously, and without the least foundation, made before the Honorable Genois, recorder of the First Municipality, a certain affidavit, in which there is an many insignificant perjury as sentences, he falsely and maliciously assert, that about the 12th or 15th April, 1846, your petitioner did go in his store with the view of swindling him, and the whole bulky affidavit, being a mass incoherent of false allegations or perjuries, by the means of which he caused this petitioner to be arrested and dragged through the public street, by the Guard of the First Municipality, and caused him to be incarcerated in the public jail, among vagabonds and malefactors, where your petitioner suffered cruelly, both in body and mind.

Your petitioner aver, that the said Vredenburg & Co. did cause the substance of their affidavit, declaring him swindler, be inserted in all the newspapers of this city, with malice, and with intention of injuring this petitioner, and destroying his good fame and reputation. Slanderous and defamatory allegations against this petitioner are contained in one extract of the number of the Evening Bulletin, that have appeared on the 26th January, 1847, which actually fall under the hand of this petitioner, and which he do annexes to the present petition, that it may become a part thereof; but all the newspapers of the city had the same insertion, or about the same.

Your petitioner further aver and charges, that by the aforesaid oppressive and malicious act of the said W. Vredenburgh & Co., he has suffered damages to the amount of ten thousand dollars, and upwards, damages resulting as well from pecuniary disbursement, actually made in procuring his acquittal before the aforesaid Recorder, as from his actual suffering in jail, and the injury sustained in his character and good name.

In consideration of the premises, your petitioner prays that he may be permitted to cite the aforesaid W. F. Vredenburgh & Co., before this Honorable Court, and that after due proceedings had, he be condemned to pay your petitioner, in solido, the sum of ten thousand dollars, with interest and costs, and that he have such further and general relief in the premises, as the nature of the case may require, and as in duty bound, he will ever pray.

Signed, TISSERON.

Document annexed to the Petition.

Evening Bulletin, January 26th, 1847.

First Municipality Police. J. Poincelin and C. Tisseron were arrested by the First Municipality Police, charged with being concerned, along with Cyrot Gentes, in an alleged swindling business by Messrs. Vredenburgh & Co.

Poincelin immediately gave bail for his appearance for examination. Tisseron remains in prison to answer the charge, &c.

Citation.

State of Louisiana, Third District Court of New Orleans.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

Messrs. W. F. Vredenburgh & Co., New Orleans.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this Citation, or deliver your answer to the same in the office of the Clerk of the Third District Court of New Orleans, in the City of New Orleans, in ten days after the service hereof.

Witness, the Honorable Thos. H. Kennedy, Judge of the said Court, the 19th day of February, in the year of our Lord 1847.

(Signed) LOUIS R. COURTIN,
Clerk.

Service.

Received, 19th February, 1847, and on the 20th of same month, served copy of Petition and Citation on the defendant, through W. F. Vredenburgh, one of said defendant.

Returned, 20th February, 1847.
(Signed) JOHN L. LOUIS,
Sheriff.

Answer, filed March 18th, 1847.

TISSERON
v.
W. F. VREDENBURGH & Co.

To the Honorable, the Judge of the Third District Court of New Orleans:

The answer of W. F. and W. Vredenburgh to the petition of the plaintiff in this case. Respectfully plead a general denial; and that the plaintiff and his attorney, with respect to the matter concerning which he now seeks to charge these respondents, come into Court with fraud, and in their hands.

Wherefore respondent humbly pray to be hence dismissed, with costs.

(Signed) WATTS & SPRING,
For Respondent.

Power of Attorney, filed with Petition, February 18th, 1847.

PIERRE CLAUDE TISSERON
v.
W. F. VREDENBURGH & Co.

Troisième Cour de District de la N'lle Orleans.

Je déclare constituer Mr. Cyrot Gentes mon mandataire général et special.

(Signé) TISSERON.

Order and Continuance, 21st May, 1847.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co.

This cause came on this day for trial before the Court, when, for want of witnesses, and after issuing attachment, said case was continued to be fixed by preference.

Order.

Subpœna duce tecum, June 3d, 1847.

State of Louisiana, Third District Court of New Orleans, June 3d, 1847.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered by

the Court, that a subpœna duce tecum issue, directed to Mr. Genois, Recorder of the First Municipality, ordering him to bring into Court, on Friday next, the 4th of June, the affidavit, filed in the Court of said Recorder, against Pierre C. Tisseron and J. Cyrot Gentes, on the 20th of January last past or about, together with the memorandum of the time of their arrest and discharge.

Extract from the Minutes. Clerk's Office, N. O., June 3d, 1847.
(Signed) C. WYSHAM,
Deputy Clerk.

Service.

Received, June 3d, 1847; served, on the 4th of same month, copy of the within subpœna duce tecum on Jas. Genois, by leaving the same at his office in the hands of his clerk, Louis Prozoiner.

Returned, 4th June, 1847.

JOHN L. LEWIS,
Sheriff.

Order.

Subpœna duces tecum, June 3d, 1847.

P. C. TISSERON,
v.
W. F. VREDENBURGH & Co. } No. 250.

State of Louisiana, 3d District Court of New Orleans, June 3d, 1847.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered by the Court that a subpœna *duce tecum* issue, directed to Mr. Segur, the District Attorney, or in his absence, to the Attorney-General, ordering them to bring into Court, on Friday next, the 4th of June, the affidavit, filed before the Recorder of the First Municipality, on or about the 20th of January last, passed by Vredenburg, & Co. against Tisseron and Cyrot Gentes, and in virtue of which, Cyrot Gentes has been sent, by said Recorder, before the First District Court of New Orleans, the same not being found among the papers filed in said First District Court.

Extract from the minutes. Clerk's Office, N. O., June 3d, 1847.
Signed, C. WYSHAM,
Deputy Clerk.

Service.

Received June 3d, 1847, served on the 4th of same month, copy of the within subpœna *duce tecum*, personally, on Sigur, Esq., District Attorney.

Returned, 4th June, 1847.

Signed, JOHN L. LEWIS,
Sheriff.

Order.

To file Supplemental Petition.

June 5th, 1847.

Let the Supplemental Petition be filed.

F. H. KENNEDY,
Judge.

Supplemental Petition, filed June 5th, 1847.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

To the Honorable P. H. Kennedy, Judge of the Third District Court of New Orleans:

The Supplemental Petition of P. C. Tisseron, of New Orleans, respectfully showeth, that when the original petition, No. 250 of the docket of this court, been filed, he was not appraised; that a judgment concerning the two notes alluded to in the original petition had been rendered against him, in the Fourth District Court, in which suit the answer had been filed, the 18th of January, 1847. That the affidavit, alluded to in the original petition, was made before the Recorder of the First Municipality, the 20th of January, two days after the filing of the answer aforesaid. That the 22d of the same month of January, when your petitioner's attorneys, was locked up in jail, said Vredenburgh fixed the case, and obtained, fraudulently, a final judgment on the 1st of January, without the knowledge of your petitioner, in consequence of the incarceration of his attorney.

That the aim of said Vredenburgh, by filing the affidavit alluded to before the Recorder, was to obtain a final judgment in the aforesaid suit without the knowledge of petitioner's attorney, who might be also a witness.

Wherefore your petitioner respectfully prays, that this Supplemental Petition be served to said W. F. Vredenburgh & Co., and that judgment be rendered according the prayer of the original petition, and for general relief.

Signed, TISSERON.

Service of the Supplemental Petition, filed June 15th, 1847.

Received, June 15th, 1847, and, on the 16th of same month, served copy of the within Supplemental Petition on defendant, through W. H. Vredenburgh, one of said defendants.

Returned June 16th, 1847.

(Signed) JOHN L. LEWIS,
Sheriff.

Order.

Subpœna duces tecum, June 17th, 1847.

Third District Court of New Orleans, June 17th, 1847.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered by the Court, that a subpœna duce tecum issue, directed to the Honorable Genois, Recorder of Municipality No. One, ordering him to bring with him into Court, on Friday, the 18th instant, the affidavit made before him the 20th of January, 1847, by Vredenburgh & Co. against Tisseron and Cyrot Gentes, together with the memorandum of the time of the arrest and discharge of Tisseron and Cyrot Gentes.

By order of Court. Clerk's Office, N. O., June 17th, 1847.

C. MYSHAM,
Deputy Clerk.

Service.

Received, June 17th, 1847. Served, on the same day, copy of the within subpœna duce tecum, personally, on Joseph Genois, Esq., Recorder of Municipality No. 1.

Returned June 17th, 1847.

(Signed) JOHN L. LEWIS,
Sheriff.

Order.

Subpœna duces tecum, June 17th, 1847.

Third District Court of New Orleans, June 17th, 1847.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co.

On motion of Cyrot Gentes, attorney of plaintiff, it is ordered by the Court, that a subpœna duce tecum issue, directed to Mr. Segur, District Attorney, ordering him to bring into Court, on Friday, the 18th instant, the affidavit made by Vredenburgh & Co., before the Recorder of Municipality No. 1, on the 20th January, 1847, which affidavit is not found in the Record of the First District Court.

By order of Court. Clerk's Office, N. O., June 17th, 1847.

(Signed) C. WEYSHAM,
Deputy Clerk.

Service.

Received, June 17th, 1847. Served, on the 18th of same month, copy of the within subpœna duce tecum, personally on S. J. Sigur, Esq. Returned June 18th, 1847.

(Signed) JOHN L. LEWIS,
Sheriff.

Order.

Subpœna duce tecum, November 29th, 1847.

State of Louisiana, Third District Court of New Orleans.
New Orleans, November 29th, 1847.

TISSERON
v.
VREDENBURGH. } No. 250.

On motion of Cyrot Gentes, attorney of plaintiff, it is ordered by the Court, that a subpœna duce tecum issue, be directed to the Honorable Genois, Recorder of Municipality No. 1, ordering him to bring with him into Court on Tuesday, the 30th instant, the affidavit made before him the 20th January, 1847, together with the memorandum of the time of his arrest and discharge of Tisseron and Cyrot Gentes.

Extract from the minutes. Clerk's Office, New Orleans, November 29th, 1847.

(Signed) C. WEYSHAM,
Deputy Clerk.

Service.

Received, 29th November, 1847; and, on the 30th of same month, served copy of the within duce tecum, personally, on Joseph Genois, Recorder. Returned 30th November, 1847.

JOHN L. LEWIS,
Sheriff.

Order.

Subpœna duce tecum, November 29th, 1847.

State of Louisiana; Third District Court of New Orleans.
November 29th, 1847.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, Attorney of plaintiff, it is ordered by the Court that Mr. Segur, the ex district attorney, be directed by a subpœna duce tecum to bring into Court, on Tuesday, the 30th instant, the affidvavit made by Vredenburgh & Co., the 20th of January, 1847, before the Recorder of Municipality No. 1, which is not found on the record of the First District Court.

Extract from the minutes. Clerk's Office, N. O., Nov. 29th, 1847.

(Signed) C. WEYSHAM,
Deputy Clerk.

Service.

Received 29th November, 1847, and on the same day, served copy of the within duce tecum, personally, on S. J. Sigur.

1295

Returned, 30th November, 1847.

JOHN L. LEWIS,
Sheriff.

Judgment in default, on Supplemental Petition, December 1st, 1847.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, attorney of the plaintiff, it is ordered by the Court, that a judgment by default be entered against the defendant, they having failed to answer to the supplemental petition.

Order.

Subpœna duce tecum, January 12th, 1847.

State of Louisiana, Third District Court of New Orleans, January 12th, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered by the Court, that the clerk of the Recorder of Municipality No. One, be ordered to bring into Court, the affidavit made against Tisseron and Cyrot Gentes, on the 20th January, 1847, together with the memorandum and discharge of P. C. Tisseron and Cyrot Gentes.

Extract from the minutes Clerk's Office, N. O., January 12th, 1848.

(Signed) C. WEYSHAM.
Deputy Clerk.

Service.

Received, 12th January, 1848. Served on the same day, copy of the within duces tecum, personally, on Louis Bozonier, clerk of the Recorder of Municipality No. 1.

Returned 12th January, 1846.

Peremptory Exception, filed January 12th, 1848.

P. C. TISSERON,
v.
W. F. VREDENBURGH & Co. } No. 250.

To the Honorable, the Judge of the Third District Court of New Orleans:

Now come the defendant, and file this, their peremptory exception, founded at law, to so much of the plaintiff's action as involves the matter of the notes, and of the pretended mortgage, and of the transaction of Tisseron with Vredenburgh & Co., the defendant alleg-

ing the same to have been decided in the case of W. F. Vredenburgh & Co. v. P. C. Tisseron, No. 7934 of the late Commercial Court, and that the judgment in that case was rendered against Tisseron, and has become *res judicata* as to all of the allegations in the petition of plaintiff's herein excepted, so far as to the allegation of false imprisonment, arrest, &c.

Wherefore, defendant prays that so much of the plaintiff's petition be dismissed as relates to their transaction with the defendant, the notes and alleged mortgage, reserving to the said plaintiff only so much of this action as relates to the allegation of false imprisonment, arrest, &c.

(Signed) WATTS & SPRING,
For Defendant.

Testimony taken in open Court, 12th January, 1848.

Third District Court, 12th January, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

L. J. Sigur, for plaintiff, sworn, says, that, as far as he knows, the affidavit in the case of the State against Tisseron et al. was either lost or mislaid by him or by the clerk of the First District Court.

Cyrot Gentes, for plaintiff, sworn, says, that document marked A, now introduced in evidence by plaintiff, is a true copy of the affidavit made before Recorder Genois by W. Vredenburgh, on the 20th January, 1847; said document was copied from the original by the witness himself.

When Tisseron was arrested, witness heard one of the Vredenburghs say to the Recorder, that Tisseron, not speaking the English language, the witness had accompanied said Tisseron, in order to explain to him (Vredenburgh) the object of his visit; and that, knowing then the object of Tisseron's visit, he had conversed with him as well as he could, and that he had not seen the witness ever since in the matter. Witness also heard one of the Vredenburghs say to the Recorder, that the notes had been given in lieu of an indorser.

When witness accompanied Tisseron to Vredenburgh's store, he told Vredenburgh that Tisseron could not make the purchase, unless the two notes in question were taken in payment. Vredenburgh replied that he thought the bargain might be made, if the two notes were such as he, Tisseron, represented them to be.

Witness does not know, what subsequently took place between Tisseron and Vredenburgh on the matter.

No cross-examination.

A. Dreux, for plaintiff, sworn, says, that he was present when the case of The State v. Tisseron, Poincelin, and Cyrot Gentes was called

for trial before Recorder Genois. One of the witnesses sworn on the part of the prosecution, testified that certain notes, bearing mortgage, were to be given in lieu of an indorser, or as collateral security. As far as witness recollect, one of the witnesses also stated that Mr. Cyrot Gentes acted as interpreter in the transaction between Tisseron and Vredenburgh.

No cross-examination.

L. J. Sigur examined.

L. J. Sigur, examined by the plaintiff, says that, on the trial before Recorder Genois, he understood Mr. Vredenburgh to say, that the two notes had been given as collateral security; Tisseron having failed to furnish an indorser.

Cross-examination.—Witness was District Attorney at that time, and had determined to prosecute Cyrot Gentes and Poincelin on the charge of perjury. Witness does not know that those parties ever have been prosecuted on the charge of fraud; the prosecution on the charge of perjury failed. Witness proceeded with the charge of perjury first, because he thought that the perjury was the means by which the fraud was perpetrated. Tisseron was not prosecuted at all. There was nothing in the manner the prosecution against Tisseron was conducted on the part of Messrs. Vredenburgh & Co. to induce the witness to believe that the intentions of Messrs. Vredenburgh were malicious, and that their object was to harass said Tisseron.

Plaintiff offer in evidence document marked B.; also, the record in the case of W. F. Vredenburgh & Co. v. P. C. Tisseron, No. 7934 of the docket of the late Commercial Court of New Orleans; also, the record in the case of W. F. Vredenburgh & Co. v. P. C. Tisseron, No. 363 of the docket of the Fourth District Court.

S. J. Segur, for defendant, sworn, says, that he thinks Mr. Cyrot Gentes general reputation for truth and veracity is very bad. Witness would not give the least faith or credit to his oath. Witness was District Attorney when the fact that led him to the belief that Gentes is unworthy of being believed, under oath, took place.

Cross-examination.—Witness says that, as District Attorney, he prosecuted Cyrot Gentes, and those parties, with zeal, as it was his duty to do. Witness is aware that Cyrot Gentes addressed a *memoire* to the Legislature for his removal, but never saw it. Witness was blamed for having prosecuted Cyrot Gentes, he having been declared non compos mentis by a jury of physicians,—a case which had taken place several years previous to that; but witness was quite of a contrary opinion. It is not of the witness's non knowledge, that Cyrot Gentes has been declared non compos by a jury of physicians.

Defendant offer, in evidence, the record in the case of Poincelin v. The Recorder of Mortgages, No. 36 of the docket of this Court.

Defendant offer, in evidence, the following extract from the minutes of the Fourth District Court.

Monday, 1st February, 1847.

Present, the Honorable Strawbridge, Judge.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 250.

This cause came on this day be tried.

WATTS & SPRING,
For Plaintiffs.

Defendant absent.

Document, marked A., given in evidence by Plaintiffs; filed January 12th, 1848.

On or about the 12th or 15th April, 1846, Tisseron and Cyrot Gentes came to the store of W. F. Vredenburgh & Co., No. 30, Old Levee Street, together, and offered a negotiation for the purchase of some goods which were to be sold at auction, in a credit, at the store of deponent. Gentes was the talking man, carried on the management and negotiation. Tisseron represented himself to be a person buying and selling goods in the city; that he had rented a store in one house on St. Peter Street, for the depository of his goods; that he was unknown in the city, and was unable to give indorser; he presented, therefore, two mortgage notes, in a certain piece of property, which he represented as being the first mortgage on the said property, and as being all straight and fair, and referred me to the notary, who drawn up the mortgage, and to the notary's office I found all apparently correct, and in the faith of these representations and false pretences of Gentes and Tisseron, took the two mortgage notes as collateral security for his own note for the goods that were sold to him the day after that interview. The day after the goods were taken, a new information was received, that created doubt as to the honesty and good faith of Gentes and Tisseron, and of the truth of their representations, and in consequence, demanded of Tisseron further security, or that we should take back the goods. Tisseron promised to furnish the security demanded before 12, in next day, and that he had mortgage notes and property in the 1st and 2d Municipality, and made no difficulty about it. He now was very profuse in his explanation, and again assured us that the notes he had left were perfectly good, in consequence of which apparent fairness, and of his false pretences and misrepresetations, consoled, aided, and abated by said Gentes, was willing to allow him the time asked to procure the necessary security. He failed to give such security, and employed the time allowed for that purpose in conveying away and secreting the goods purchased of deponent firm: that after the expiration of the time allowed to

1297

procure the security, deponent inquired concerning him, and then ascertained that he was carrying away, and secreting the goods, in which deponent procured a writ of sequestration, and only succeeded in obtaining a part of the property, the rest having been carried away and concealed, nor have the same now been recovered; afterward Tisseron, Gentes, for themselves or other persons, or went himself to a notary, that the notes had been paid, all of which was done after having represented to the defendant, W. F. Vredenburgh & Co., that the said notes and mortgage was perfectly good, and when the same were in the hand and possession of deponent, unpaid, and after having procured credit, to wit, on the 7th instant, 1846, the said Cyrot Gentes, in order more completely to carry out his plan and swindling, procured one Pierre J. Poincelin to commence proceeding in the 3d District Court of New Orleans, and falsely and fraudulently suit, Poincelin make out that he had a claim and judgment against Pierre C. Tisseron, in the City Court; that in order to obtain satisfaction of said judgment, it was necessary to have the mortgages to your petitioner erased, in order that the said property might be seized and sold, in consequence of which said representation and oath, an order was granted by the Judge of said Court of New Orleans, directing the Recorder of Mortgages to cancel the said mortgages, which was accordingly done, and the property sold and bought in by Cyrot Gentes, all of which said perjury, false suing, and fraud, was done by the assistance and at the instigation of said Gentes, he counselling, aiding and procuring the that afterward, in or about the 18th December, 1846, when proceeding had been taken against said Poincelin and Cyrot Gentes, to set aside the aforesaid fraudulent proceedings, to obstruct the course of justice, and secrete himself from the effect of his fraud, he, Gentes, endeavored by persuasion, and temptation of bribery, to procure the said Poincelin to leave the jurisdiction of the Court, and of the State, and not appear at the trial of the case. This was done between Gentes, that Poincelin would confess the fraud and perjury that had been practised.

Deponent further state that Gentes and Tisseron, in order for them to incumber the said property and secure it from the pursuit of W. Vredenburgh, he procured one N. A. Vedrenne to buy the same, which sale was fraudulent, said Vedrenne *now* having *paid* any consideration for the same, only join his name to the said Gentes and Tisseron for fraud; this deponent further says, that by reason of this swindling and buying goods under false pretences, the firm of W. Vredenburgh & Co., have lost goods to the value of, nearly, five hundred dollars, and costs amounting to near one hundred dollars, and that all of the attempt to recover such loss, have, thus far, been rendered of no avail, by reason of the continual fraud and offences of perjuring, above mentioned and set forth, of which the dates and circumstances can be more punctually given, when required.

(Signed) W. VREDENBURGH.

Sworn to and subscribed before me, this 20th January, 1847.
(Signed) GENOIS,
Recorder.

Document marked B, given in evidence, and filed January 12th, 1847.

Cyrot Gentes, committed to the Parish Prison, by the Honorable J. Genois, on the 22d January, 1847, and discharged on the 25th, by order of Recorder.
(Signed) C. K. WISE.
Deputy Sheriff.

Parish Prison, 3d June, 1847.

Gentes was charged with swindling.

Judgment for Defendant, entered January 12th, 1848.

This cause came on this day for trial, before the Court; Cyrot Gentes for plaintiff, Watts & Spring, Esq., for defendant. After hearing testimony and arguments of counsel, the Court, considering that the plaintiff has failed to prove the allegations set forth in his petition, it is ordered, adjudged, and decreed, that judgment be entered in favor of the defendant, and that the plaintiff pay the costs of suit.
Judgment signed, January 17th, 1848.
(Signed) J. H. KENNEDY,
Judge.

Affidavit of Cyrot Gentes, filed January 15th, 1848.

Third District Court.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

Cyrot Gentes, attorney of the plaintiff, duly sworn, doth depose and say, that the 11th January, being sick and unable to walk, he was in the impossibility of coming into Court to give the names of the witnesses for the trial, which ought to take place the 12th.
(Signed) CYROT GENTES.

Sworn to and subscribed before me, this 15th January, 1848.
(Signed) MAXENT,
Deputy Clerk.

Affidavit of Cyrot Gentes, filed January 17th, 1848.

Third District Court.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

Cyrot Gentes, duly sworn, doth depose and say, that on Monday,

the 17th of January, he was into Court early in the morning, before the judgment in this case be signed, to make an application for a new trial; when the Deputy Clerk read the minutes, the Judge cannot hear no application, but after the reading of the minutes, and when the clerk was reading the minutes, the Judge did signed the judgment.

(Signed) CYROT GENTES.

Sworn to and subscribed before me, this 17th January, 1848.

(Signed) S. MAXENT,
Deputy Clerk.

Application for a new trial, filed January 17th, 1848.

Third District Court.

P. C. TISSERON
v.
VREDENBURGH. } No. 250.

On motion of Cyrot Gentes, attorney in fact of plaintiff, it is ordered by the Court that defendant show cause, on Monday next, why a new trial should not be granted on the following ground: 1st. That the judgment is contrary to law and the evidence before the Court; 2d. That a subpœna *duce tecum* had been issued, ordering to the Recorder of the First Municipality to bring into Court certain document, and with which it has not been complied, in consequence of the admittance of the adverse party of the arrest and discharge of Tisseron, which has been at last denied; 3d. That though the Court been apprised of the sickness which put the attorney in the impossibility of going the 11th January into Court, to give the witnesses for the trial, which ought to make place the following day, he has not been allowed attachment to force them, and has been deprived of their testimony, which were material; 4th. That he had other witnesses, that his state of sickness not permitted him to *remind;* 5th. That he has been surprised by the adverse party.

Petition of Appeal, Order, and Bond of Appeal, filed 6th June, 1849.

Petition.

To the Honorable Kennedy, Judge of Third District Court of New Orleans.

The petition of P. C. Tisseron respectfully shows, that he believe to have been aggrieved by a judgment rendered in this Court in the case of P. C. Tisseron v. Vredenburgh & Co., wherefore your petitioner prayeth to be allowed an appeal in this case.

CYROT GENTES,
Attorney in fact for plaintiffs.

A devolutive appeal is allowed herein, according to law, returnable in the Supreme Court on the fourth Monday of next month, on the

appellant giving bond in the sum of two hundred dollars, with good solvent security, conditioned as the law direct.

New Orleans, 6th January, 1849.

J. H. KENNEDY,
Judge.

Know all men by these presents, that we, Pierre Claude Tisseron as principal, and Nicholas Lecorney as his security, are held and firmly bound unto Vredenburgh & Co., his executor, administrator, and assigns, in the sum of two hundred dollars, for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and in the year of our Lord one thousand eight hundred and forty-nine.

Whereas the above bounden this day filed a petition of appeal from a final judgment, rendered against said P. C. Tisseron, in the suit of P. C. Tisseron v. Vredenburg & Co., in the Third District Court of New Orleans, on the said 12th day of January, 1849. Now, the condition of the above obligation is such, that the above bound shall prosecute appeal, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate, real or personal, if he be cast in the appeal, otherwise, that the said Nicholas Lecorney, his security, shall be liable in his place.

CYROT GENTES, Agent.
Sa
M. + ESNAULT,
marque.
LECORNEY.

Signed, sealed, and delivered,
in presence of
MARTIN.

Another additional and conditional Bond, furnished and filed the 12th June, 1849. Not found in the record.

Order and grounds, filed January 3d, 1849.

State of Louisiana, Third District Court of New Orleans.

January 13th, 1849.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Spring for W. F. Bedlock, Clerk of this Court, it is ordered, that P. C. Tisseron show cause, on Thursday, the 18th instant, at 10 o'clock A. M., why the appeal herein taken by said Tisseron should not be dismissed, on the ground of inefficiency of the bond given to the clerk for costs, and that the security is not good and solvent, and such as the law require. By order of the Court. Clerk's Office, N. O., January 13th, 1849.

Service.

Received 13th January, 1849. C. Gentes, after diligent search, could not be found.

Returned, 18th January, 1849.

JOHN L. LEWIS,
Sheriff.

Order and Ground, filed 18th January, 1849.

State of Louisiana, Third District Court of New Orleans.

January 18th, 1849.

P. C. TISSERON
v.
W. F. VREDENBURGH. } No. 25.

On motion of L. Spring, Esq., counsel for W. T. Bedlock, it is ordered by the Court, that the rule herein taken, on the 13th instant, on the plaintiff in this cause, be renewed for Thursday next, the 25th instant, at 10 o'clock A. M.

By order of the Court. Clerk's Office, January 19th, 1849.

F. GORDON,
Deputy Clerk.

Service.

Received 19th January, 1849, and served, on the same day, copy of the within rule, personally, on J. Cyrot Gentes, agent of P. C. Tisseron.

Returned, January 21st, 1849.

JOHN L. LEWIS,
Sheriff.

Order dismissing Appeal, filed January 25th, 1849.

State of Louisiana, Third District Court of New Orleans.

25th January, 1849.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken, on the 13th instant, by Wm. P. Bedlock, clerk, on the plaintiff in this cause, came on this day for trial before the Court.

L. Spring, Esq., for plaintiff on rule, Cyrot Gentes for defendant on rule, not present, when defendant on rule not appearing, it is ordered, that the appeal allowed in this case be dismissed.

Judgment signed, February 3d, 1849.

J. K. KENNEDY,
Judge.

Order and Rule, extracted from the minutes, January 29th, 1849, the original, with the annexed affidavit, not being found amongst the papers.

January 29th, 1849.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, Esq., attorney in fact of Tisseron, it is ordered by the Court that Wm. P. Bedlock, clerk of this Court, do show cause, on Saturday next, why a new trial should not be granted, or another security furnished for the cost of appeal in this case, on the ground that said attorney in fact was sick on Thursday when the rule was tried.

Order or Judgment on Rule, tried the 3d February, 1849.

Saturday, 3d February, 1849.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

The rule herein taken, on the 29th ultimo, by the plaintiff, Wm. P. Bedlock, clerk of this Court, came on this day before this Court. Cyrot Gentes for plaintiff.

Wm. P. Bedlock, in propria persona, when plaintiff offering no proof in support of his allegations set forth in his rule, it is ordered that said rule be discharged.

Petition of Appeal, Order, and two Bonds, filed January 12th, 1850.

To the Honorable, the Judge of the Third District Court of New Orleans.

The petition of Cyrot Gentes, attorney in fact of Pierre Claude Tisseron.

Respectfully showeth, that in the case of P. C. Tisseron, plaintiff, appellant, v. Vredenburgh & Co., No. 250 of the docket, said Tisseron is absent since two years, and that in said circumstance the law allow two years for the appeal.

That a bond of appeal, furnished in behalf of said appellant, has been set aside, and appeal dismissed, and that being yet in the delay of the law, he wishes to furnish another bond, and obtain a new appeal.

Wherefore petitioner prays that a new appeal be granted, by giving a bond of two hundred and fifty dollars; he further prays for general relief, and as in duty bound, he will ever pray.

CYROT GENTES,
Attorney in facts.

First Bond, filed with the Petition, January 12th, 1850.

Know all men by these presents, that we, Cyrot Gentes, agent of P. C. Tisseron, as principal, and Pierre Fidon, as his security, are held, and firmly bound unto their executors, administrators, and assigns, in the sum of two hundred dollars, for the payment whereof, we bind ourselves, our heirs, executors, and administrator, firmly by these presents, sealed with our seal, and dated in the City of New Orleans, on this 10th day of January, in the year of our Lord, one thousand, eight hundred and forty-nine.

Whereas the above bounden this day filed a petition of appeal from a final judgment, rendered against said P. C. Tisseron, in the suit of P. C. Tisseron v. Vredenburgh & Co., in the Third District Court of New Orleans, on the said 12th day of January, 1849.

Now, the condition of the above obligation is such, that the above bound that prosecute appeal, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceed of the sale of this estate, real or personal, if he be cast in the appeal, otherwise that the said Pierre Fidon, his security, shall be liable in his place.

(Signed) CYROT GENTES,
Agent.
PIERRE FIDON.

Signed, sealed, and delivered,
in the presence of
E. GOTTSCHALK.

Other additional Bond, equally filed with the petition, January 12th, 1850.

Know all men by these presents, that we, Cyrot Gentes, agent of P. C. Tisseron, as principal, and Etienne Guyard, as his security, are held and firmly bound unto the officers of the Court, their executors, administrators, and assigns, in the sum of two hundred dollars, for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated in the City of New Orleans, on this 12th day of January, 1850, in the year of our Lord one thousand eight hundred and fifty.

Whereas the above bounden have this day filed a petition of appeal from a final judgment rendered against said P. C. Tisseron, in the suit of P. C. Tisseron v. W. F. Vredenburgh & Co., in the Third District Court of New Orleans, on the day of

Now, the condition of the above obligation is such that the above bound shall prosecute said appeal, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate, real or personal, if he be cast

in the appeal, otherwise that the said Etienne Guyard, his security, shall be liable in his place.

(Signed) CYROT GENTES,
Agent, as Principal.
ETIENNE GUYARD,
As Security.

Order.

An appeal is allowed in this case, according to law, returnable in the Supreme Court, on the fourth Monday of January, 1851, on the appellant giving bond in the sum of one hundred and fifty dollars, with good and solvent security, conditioned as the law directs.

New Orleans, December 2d, 1850.

J. H. KENNEDY,
Judge.

Rule, taken the 27th February, 1850.

State of Louisiana, Third District Court of New Orleans.

The 27th February, 1850. Present the Hon. J. H. Kennedy, Judge.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, attorney in fact, it is ordered by the Court, that Vredenburgh & Co. show cause, on Thursday, the 7th March, at 10 o'clock A. M., why an appeal should not be granted in this case, in consequence of the absence of plaintiff, as set forth in the petition.

Extract from the minutes. Clerk's Office, February 28th, 1850.

P. GONDRON,
Deputy Clerk.

Service.

Received 28th February, 185 , and served the 2d of March, 1850, copy of the within rule, on defendant, by leaving the same at their counting, Old Levee Street, between Custom-house and Cienville Street, in the hands of A. Baynot, their bookkeeper.

Returned the 5th March, 1850.

BLOSSMAN,
Deputy Sheriff.

Answer to Motion for Appeal, filed March 7th, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

To the Honorable, the Judge of the Third District Court of New Orleans:

Now come the defendants, and answer to the motion herein taken against them on the 27th February, 1850, by plaintiff, for an appeal; and, for answer to said rule, respectfully show: That respondent deny, all and singular, the allegations in which said motion is grounded; and deny that the said mover has any right, in law or in fact, to the appeal sought for; also, respondent deny that the said Cyrot Gentes, who made the motion for the plaintiff, is authorized to act as the attorney in fact of said P. C. Tisseron, and call for proof thereof.

Wherefore, the premises considered, respondent pray that the said rule be dismissed, and for general relief.

WATTS & SPRING.

Rule taken the 7th May, 1850.

State of Louisiana, Third District Court of New Orleans.

Tuesday, the 7th May, 1850. Present the Honorable T. H. Kennedy, Judge.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

On motion of Cyrot Gentes, attorney in fact for plaintiff, it is ordered by the Court, that Vredenburgh & Co. show cause, on Tuesday next, the 14th instant, why an appeal should not be granted in this case, in consequence of the absence of plaintiffs, as set forth in the petition.

Extract from the minutes. Clerk's Office, May 7th, 1850.

P. GONDON,
Deputy Clerk.

Service.

Received 7th May, 1850; and, on the 8th, served copy of the within rule on the defendant, through his attorney, C. Watt, Esqr., in person, who accepted service.

Returned May 11th, 1850.

JOHN L. LEWIS,
Sheriff.

Admission, filed 14th May, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

Third District Court of New Orleans.

It is admitted, that if Charles Gerald, a witness summoned in this rule, were present in Court, he would swear that the plaintiff was

absent when this suit was tried; and that he, the plaintiff, has not returned since to his knowledge.

Order.

Rule under consideration, May 14, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken, on 7th instant, by the plaintiff on the defendant, to have an appeal granted in this case, came on this day for hearing.

CYROT GENTES,
For Plaintiffs in Rule.
WATT & SPRING,
For Defendant.

When, after hearing counsel, the Court took the same under consideration.

Order.

Rule absolute, 4th June, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken, on 7th ult., by the defendant on the plaintiff, having been taken under consideration, the Court, this day, order that said rule be made absolute; that an appeal be granted to said plaintiff on his complying with the requisites of the law.

Rule, &c., taken by defendant, December 9th, 1850.

State of Louisiana, Third District Court of New Orleans.

Monday, the 9th, 1850. Present the Hon. T. H. Kennedy, Judge.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of L. Spring, for Wm. P. Bedlock, of this Court, ordered, that the plaintiff show cause, on Monday next, the 16th instant, at 10 o'clock A. M., why the appeal herein taken to the 4th Monday of January next, should not be dismissed, on the ground that the appeal bond is informal, incomplete, and null, and that the security for the cost of the appeal is insufficient and bad, and not such as is required by law.

1302

Extract from the minutes. Clerk's office, December 9th, 1850.

C. H. WEYSHAM,
Deputy Clerk.

Service.

Received, 9th December, 1850, and, on the 10th, served copy of this rule on Cyrot Gentes, attorney in fact of P. C. Tisseron, who is unknown.

Returned, December 10th, 1850.

JOHN L. WEYSHAM,
Deputy Sheriff.

Order and continuance, December 16th, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken, on 9th instant, by W. P. Bedlock, clerk, on the plaintiff, came on this day for hearing.

L. SPRING,
For Plaintiff in Rule.
CYROT GENTES,
For Plaintiff.

When, after hearing parties, it is ordered, that the same be continued, until Monday next, the 23d instant, at 10 o'clock A. M.

Affidavit for commission. Filed, December 18th, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

Third District Court of New Orleans.

Cyrot Gentes, attorney in fact in this case, doth depose and say, that the testimony of Pierre Fidon, existing now at Mandeville, St. Tamay's Parish, is material in the trial of the rule taken against him, and he prays for a commission.

CYROT GENTES.

Sworn to, and signature acknowledge, before me, New Orleans, Dec. 18th, 1850.

LOUIS R. COURTIN,
Deputy Clerk.

Commission, delivered Dec. 18th, 1850.

State of Lousiana, Third District Court of New Orleans.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The State of Louisiana. To any Judge or Justice of the Peace,

or any other persons, authorized to administer oath, in Mandeville, Parish of St. Tamany, greeting: Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents give unto you authority, diligently to examine all witnesses whatever, as well on the part of the plaintiff as of the defendant in this suit, now pending in our suit Court. Therefore we desire you, that at certain times and places, by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oath first taken before you upon the holy evangelist, that you reduce their examination to writing, and when you shall so have taken them, that you send the same, with this commission, closed up, under your seal, to us, in our said Court, at the city of New Orleans, without delay.

Witness, the Honorable Thomas H. Kennedy, Judge of our said Court, this eighteenth day of December, in the year of our Lord, one thousand eight hundred and fifty, and in the 75th year of the Independence of the United States.

WM. P. BEDLOCK,
Clerk.

Interrogatories.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

Third District Court of New Orleans.

Interrogatories, propounded by Cyrot Gentes, representing the plaintiff in this case, to Pierre Fidon.

1st. Have you signed a bond, for the costs of appeal, in the suit of P. C. Tisseron v. W. F. Vredenburgh & Co., in the Third District Court?

2d. Do you are a freeholder?

3d. Do you have landed property or real estate in the jurisdiction of the Third District Court of New Orleans?

4th. What may be the value of these property.

5th. Are they incumbered by some mortgage?

Peter Fidon, having been duly sworn in given the following answer to the above interrogatories:

To the first, second, and third, he does answer, Yes.

To the fourth, he answer, About two thousand dollars.

And to the fifth, he says, There is no incumbrances.

(Signed) PIERRE FIDON.

Given under my hand, this 20th day of December, 1850.

C. K. BARKER,
Mayor.

Testimony on Rule, taken the 9th instant, by Wm. P. Bedlock, filed December 23d, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

Testimony taken on Rule.

L. R. Courtin, a witness for defendant in rule, sworn, says he has no distinct recollection of the conversation which took place between Mr. Gentes and Mr. Bedlock; knows Mr. Bedlock gave Mr. Gentes a commission; did not hear Mr. Bedlock tell Mr. Gentes to Go, go, go.

Cross Examined.

Never saw any interrogatories. Swore Mr. Gentes to the affidavit.

F. Gondon, a witness for defendant in rule, sworn, says he heard Mr. Gentes ask for Bedlock for a commission. Mr. Bedlock handed him a commission; did not see any conversation regard.

Cyrot Gentes, a witness for defendant in rule, sworn, says he asked Mr. Bedlock for a commission, telling him he could have the interrogatories served on him by the sheriff; that he could return and get the commission. Wm. Bedlock handed him the commission, and told him to Go, go, go. Witness then told him he could hand him the interrogatories, and Mr. Bedlock answered No, it is not necessary; go, go.

Cross Examined.

Did not hand the interrogatories to Mr. Bedlock.

Trial on Rule, taken on the 9th instant, by W. Bedlock.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken, on the 9th instant, by W. P. Bedlock, clerk, on the plaintiff, came on again for hearing.

L. SPRING,
For Plaintiff in Rule.
CYROT GENTES,
For Plaintiff.

When, after hearing evidence and counsel, the Court took the same under consideration.

Judgment on Rule, December 24th, 1850.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

In this case the Court, considering that the clerk of this Court, W. P. Bedlock, had a right to require security for his costs, Act, March 20th, 1839, B and C, 781, that the commission to take testimony herein is defectively executed, and that even if it were regular, the security offered is not proved to reside within the jurisdiction of the Court: it is ordered that said W. P. Bedlock be dispensed with making up the transcript of appeal in this case, unless the appellant furnish to said Bedlock, clerk, good and sufficient security, in the sum of one hundred dollars, before the 15th day of January, 1851.

Rule, &c., taken the 9th January, 1851.

State of Louisiana, Third District Court of New Orleans.

January the 9th, 1851. Present the Honorable T. H. Kennedy, Judge.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

On motion of Watt and Spring, for W. F. Vredenburgh & Co., it is ordered, that the plaintiff show cause, on Wednesday, the 13th instant, at 10 o'clock A. M., why the appeal herein by the said plaintiff taken to the Supreme Court, should not be dismissed, on the ground that the appeal bond is insufficient, and not according to law, and that the signature of the security of said appeal bond is fictitious, and if not fictitious, that the said bond is otherwise informal, incomplete, and null, that the security is not good and sufficient, and is not within the jurisdiction of the Court.

Extract from the minutes. Clerk's Office, January 9th, 1851.

CHARLES WEYSHAM,
Deputy Clerk.

Service.

Received 9th January, 1851, and, on the same day, served copy of the within rule on the plaintiff, through his attorney in fact, Mr. Cyrot Gentes, who accepted the same in person.

Returned January 11th, 1851.

JOHN L. MIELEN,
Deputy Sheriff.

Trial of Rule taken the 9th January, 1851.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule, herein taken on 9th instant by the defendant on the plaintiff, came on this day for hearing.

WATTS & SPRING,
For Plaintiff in Rule.
CYROT GENTES,
For Plaintiff.

When, after hearing evidence, it is ordered that the same be continued until Saturday next, the 18th instant, at 10 o'clock A.M., with leave to the defendant in rule to issue attachment for his not attending witnesses.

Testimony on rule, filed 18th January, 1851.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 250.

Testimony taken on Rule.

Guillaume Merrick, a witness for defendant in rule, sworn, says: He knows Pierre Fridon; he knows that four or five months ago Fidon kept a store in St. Philipe Street; that, up to about that time, he had been in the habit of furnishing him with coal. He have since seen Fidon at Mandeville. He has given up or sold out his store. He saw Fidon in this city about fifteen days ago; and he told me that he live in Craps Street. He knows that Fidon is in lawsuit with Mr. Chapin, a manufacturer of charcoal, at Mandeville, Parish of St. Tamany. Mr. Fidon told me, some time ago, that he had purchased ten lot of ground in Common Street, near the corner of Claiborne, that he had paid $2000 in 1849. I saw in the conveyance office that Fidon had made this purchase on the 6th August, 1849. In all my transaction with Fidon, he has always paid me exactly. Mr. Barker is the Mayor of Mandeville, Mr. Drew was mayor before Mr. Barker, and Mr. Coquillon before Mr. Drew.

Cross examined.

I do not know where Fidon lives now, nor where he does business. The last time I saw him was here, about fifteen days ago. Previous to that, I had seen him at Mandeville. Fidon does not deal in coal at present. I do not know what he does at present for a livelihood. I have known Fidon about three years. I have known him from that

time as a coal dealer, until for five months ago. I have seen him twice since he left St. Philipe Street, once here, and once in Mandeville. I have seen several times here and several times in Mandeville.

Cyrot Gentes, a witness for defendant in rule, sworn, says: I presented Mr. Fidon to the clerk of this Court. Fidon told him, in my presence, that he was good for the amount of the bond, and that he had signed it. This was about ten or fifteen days ago. Mr. Bedlock paid no attention to him, but turned away. The bond was not presented to Fidon; he merely declared that he had signed a bond.

Wm. P. Bedlock, a witness for plaintiff in rule, sworn, says: Mr. Gentes came into the office some time ago, and said to me, Here is Mr. Pierre Fidon; I brought him here to show you that he is alive. This was all that was said. Mr. Fidon did not say one word. Nothing was said about a bond.

Carl Weysham, a witness for defendant in rule, sworn. Mr. Gentes brought a person in the office, and said, Here is Mr. Fidon, who signed the bond. Mr. Gentes presented Mr. Fidon to me, and not to Mr. Bedlock.

Judgment on the Rule taken the 9th inst.

P. C. Tisseron
v.
W. F. Vredenburgh & Co. } No. 250.

The rule, herein taken, on 9th instant, by the defendant on the plaintiffs, came on again, this day, for hearing. Watt & Spring for plaintiffs in rule. Cyrot Gentes for plaintiff. When, after hearing evidence and argument of counsel, the Court, having no confidence whatever in the evidence offered by the defendant in the rule, and considering, moreover, that if it were all true, it does not sufficiently establish the fact put at issue by the rule, it is ordered, that said rule be made absolute, and that the appeal be dismissed.

Rule, &c., taken by plaintiff, January 23d, 1851.

P. C. Tisseron
v.
W. F. Vredenburgh & Co. } No. 250.

On motion of Cyrot Gentes, attorney in fact for plaintiff, it is ordered, that the defendant show cause, on Friday, the 31st instant, at 10 o'clock A. M., why a new trial should not be granted in this case, on the ground that the judgment on the rule is contrary to law and evidence.

Service of the above Rule, taken January 23d, 1851.

Received 24th January, 1851, and on the 25th of same month,

served copy of the within rule on the defendant, through L. Spring, Esq., their attorney, in person, who accepted service of the same.
Returned 27th January, 1851.

A. TREPANIER,
Deputy Sheriff.

Order. Rule dismissed, January 31st, 1851.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 250.

The rule herein taken on the 23d instant, by the plaintiff, on the defendant, for a new trial of the rule, dismissing appeal in this case, came on this day for hearing, Cyrot Gentes for Plaintiff in rule, L. Spring for Defendant, when, after hearing counsel, it is ordered that said rule be dismissed, with costs.

State of Louisiana, Third District Court of New Orleans.

I hereby certify, that the foregoing 51 pages contains a full and complete transcript of all the proceedings, as well as of all the documents filed and evidence adduced, in the cause wherein Pierre Claude Tisseron is plaintiff, and W. F. Vredenburgh & Co. are defendants, instituted in this Court, and now on the records, under the No. 250.
In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, at the City of New Orleans, this twenty-ninth of January, in the year of our Lord one thousand eight hundred and fifty-five, and in the 79th year of the Independence of the United States.

[SEAL.] CHAS. WEYSHAM,
Deputy Clerk.

Plaintiff's Evidence, filed with Petition.

Transcript from the State Court.

State of Louisiana, Fourth District Court of New Orleans.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co.,
and J. L. LEWIS, Sheriff. } No. 775.

Petition and Affidavit, filed 7th April, 1847.

To the Honorable G. Strawbridge, Judge of the Fourth District Court of New Orleans.
The petition of Gilbert Vergnon, of New Orleans, respectfully represent, that on the fifth of March, 1847, John L. Lewis, Sheriff

of the Parish and City of New Orleans, has, by virtue of an execution issued by this Honorable Court, in the suit of Vredenburgh & Co. v. P. C. Tisseron, seized and advertised for sale, a certain lot of ground, designed more particularly in the notice of said sheriff hereto annexed, as that of petition.

Petitioner shows, that he is not only the owner of said lot by purchase, but that he is also the owner of a judgment against Tisseron, which give him the privilege, and even the ownership of said lot, should it belong to Tisseron, as the whole will be proved in due time; that the judgment allowing privilege and mortgage on said lot of ground is erroneous, and ought to be annulled.

That notwithstanding petitioner notice and request to said Vredenburgh and sheriff that they should desist, they still persist illegally to offer the same for sale, to the detriment of petitioner right and to its injury.

That this fact render an injunction necessary. And he says that the said Vredenburgh & Co., and John L. Lewis, sheriff, upon the affidavit hereto annexed, be enjoined from selling the said lot, mentioned in the notice of seizure hereto annexed, till the further order of this court. That the injunction be made perpetual, and they be condemned to pay three hundred and five dollars damages for their illegal conduct, and the expenses incurred by petitioner in order to protect his right, attorney's fees, &c., and that the judgment allowing privilege and mortgage on said lot be declared null and void. And as in duty bound he will ever pray.

C. G. VERGNON.

Gilbert Vergnon, duly sworn, says, that the facts contained in the foregoing petition are true and correct, and render in the opinion of petitioner an injunction necessary to protect his legal rights, &c.

G. VERGNON.

Sworn and subscribed before me, this 5th April, 1847.

T. GILMORE,
Clerk.

Notice of seizure, annexed to the petition as making part of it.

Fourth District Court of New Orleans.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No. 363.

By virtue of a writ of fieri facias to me directed, by the honorable the Fourth District Court of New Orleans, in the above-mentioned suit, I will proceed to sell at public auction, in the rotunda of the

City Exchange, St. Louis Street, between Charter and Royal Streets, on Wednesday, April 7th, 1847, at 12 o'clock M., the following described property, seized in the above suit: One lot of ground, situated in Fauburg St. Mary, of this city, designated as number nine on a plan drawn by Jas. Pilie, surveyor of this city, dated February 28th, 1830, and deposited in the office of Felix de Armas, then notary public in this city, said lot of ground measuring 28 feet 8 inches and 6 lines front on Girod Street, by a depth of 110 feet and front on St. John Street, of which it forms the corners. Terms cash.

(Signed) JOHN L. LEWIS,
Sheriff of the Parish of New Orleans.

Affidavit.

Gilbert Vergnon, duly sworn, says, that the facts contained in the foregoing petition are true and correct, and render in the opinion of petitioner an injunction necessary to protect his legal right, &c.

(Signed) C. G. VERGNON.

Sworn to and subscribed before me, this 5th April, 1847.

T. GILMORE,
Clerk.

Citation.

State of Louisiana, Fourth District Court of New Orleans.

Messrs. W. F. Vredenburgh & Co.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the Fourth District Court of New Orleans, in the City of New Orleans, in ten days after the service hereof.

Witness, the Hon'ble Geo. Strawbridge, Judge of the said Court, this 7th April, in the year of our Lord 1847.

(Signed) J. R. TOLEDANO,
Deputy Clerk.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co. } No. 775.

Service.

Rec'd 8th April, 1847, and on the same day served copy of citation and petition on W. F. Vredenburgh & Co., through W. F. Vredenburgh, one of the firm.

Returned of April, 1847.

J. L. LEWIS,
Sheriff.

Citation.

State of Louisiana, Fourth District Court of New Orleans.

Mr. John L. Lewis, Sheriff.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the Fourth District Court of New Orleans, in ten days after the service hereof.

Witness, the Hon'ble George Strawbridge, Judge of the said Court, this 7th day of April, in the year of our Lord 1847.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co., and
J. L. LEWIS, Sheriff. } No. 775.

Sheriff's Return.

Received, 7th April, 1847, and on the same day served copy of petition and citation on John Lewis, sheriff, by leaving the same at his office, in the hands of A. S. Lewis, one of his deputies.

Returned, 9th April, 1847.

(Signed) ROBT. SPEDDEN,
Coroner.

Transfer to Plaintiff, filed 8th April, 1847.

State of Louisiana, City of New Orleans.

Be it known, that this day, before me, Achille Chiapella, a notary public, in and for this City and Parish of New Orleans, duly commissioned and sworn, personally came and appeared Mr. C. Gilbert Vergnon, residing in this city, who produced and exhibited unto me, notary, a certain original document, written in the French language, purporting to be a sale and transfer of rights made by Felix H. Loze to said appearer, in and to a certain lot of ground, situate in the Faubourg St. Mary, of this city; and at the request of said appearer, I have made record of said original document, in this my current register, the same being in the words and figures following, viz.:

"Je soussignée Felix H. Loze demeurant en cette ville déclare avoir vendu, cédé, et transporté des maintenant et a toujours a Mr. Gilbert Vergnon tous mes droits, titres, et interests a un lot de terre situé en Faubourg Ste. Marie de cette ville, désigné par le No. Neuf (No. 9) sur un plan dressé par Josephe Pilie voyé de la ville, date du vingt huit Fevrier mil huit cent trente et deparé en l'étude de Felix de Armas notaire, le dit lot de terre mesure vingt-huit pieds huit pouces six lignes de face a la rue Girod, sur une

profondeur de cent dix pieds entre lignes paralleles et face a la Rue St. Jean avec laquelle elle forme encognure avec toutes les amelioration, circonstances, et dependences y compare les loyers echus et a echoir existant actuellement entre les mains du sheriff.

"La dite rente est faite pour et moyennant la somme de quatre cents piastres que je déclare avoir reçu comptant a charge par le dit acquereur de payer a leur echeance deux billet de cinq cent piastres chaque portant hypotheques sur la dite propriété les quel billet sont tirer et endossés par Pierre Claude Tisseron a la date du vingt quatre Avril mil huit cent quarante cinq et payable a deux ans de date.

"Le dit lot de terre m'appartient pour en avoir fait l'acquisition de Louis H. N. Vedrenne par acte en date du sept Août, mil huit cent quarante six. N'elle Orleans, le 9 Decembre, 1846.

"(Signed) FELIX H. LOZE,
C. G. VERGNON.

CYROT GENTES,
Temoin.

"Ne parlant pas Anglais et devant m'absenter, je constitue Mr. Cyrot Gentes, mon mandataire général et special pour tous ce qui pourra concerner le lot de terre mentionné ci-apres en lui dormant le pouvoir de substituer a sa place qui bon lui semblera.

(Signed) C. G. VERGNON.

And having so recorded said document, I have, at the request of said appearer, annexed the same in the margin of these presents.

And thereupon personally appeared and intervened to this act, Cyrot Gentes, of this city, who being duly sworn, declared that he was present at the execution of the above-recorded document, and that the signature of Felix H. Loze thereto is genuine.

Done and passed at New Orleans, this third April, eighteen hundred and forty-seven, in presence of Victor Burthé and Edward Gottschalk, witnesses, who have signed their names with the said appearer and me, notary.

(Signed) C. G. VERGNON,
VICTOR BURTHE,
CYROT GENTES,
E. GOTTSCHALK.

A. CHIAPELLA,
Notary Public.

I certify the foregoing to be a true copy of the original act on record in my office. New Orleans, this 5th April, 1847.

A. CHIAPELLA,
Notary Public.

Answer, filed April 22, 1847.

To the Honble. George Strawbridge, Judge of the Fourth District Court of New Orleans:

The answer of W. F. Vredenburgh & Co., to the petition of Gilbert Vergnon, herein filed against them, respectfully represent,

That respondent deny, all and singular, the allegations in said petition contained, and say further, that if the said Vergnon ever purchased the property claimed, or is the owner of any judgment, with privilege as set forth, of all which these respondents are profoundly ignorant, and which they specially deny and require to be strictly proved, that the same are fraudulent and simulated and void, and should be so decreed, and that the same have been made and procured for the purpose of defrauding the creditors of P. C. Tisseron and others, and especially these respondents, in all of which he is in conspiracy and confederation with the said Tisseron, one Cyrot Gentes, and others.

Wherefore respondent pray for judgment against the said Vergnon, declaring his claims by purchase and judgment, if any such exist, to the property aforesaid, to be null and void; that these respondents be forever quieted against the alleged claim of the said Vergnon, and for such other relief in the matter as facts and the laws shall warrant, and your honor be pleased to decree.

WATTS & SPRING,
For Respondent.

Answer of John L. Lewis, Sheriff, filed November 15*th*, 1847.

G. VERGNON
v.
W. F. VREDENBURGH & Co. } No. 775.

To the answer herein filed, joins also John L. Lewis, Sheriff, who further pray that whatever judgment should be herein rendered against him, he, the said Lewis, should have such judgment over against the said W. F. Vredenburgh & Co., as the nature of the case and justice should require, &c.

(Signed) WATTS & SPRING.

Affidavit of W. F. Vredenburgh & Co., filed 7th February, 1849.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co.,
and JOHN L. LEWIS. } No. 775.

W. F. Vredenburgh, one of the defendants herein, being sworn, says, that according to the best of his knowledge and belief, Gilbert Vergnon, the nominal plaintiff herein, is either a fictitious character,

1308

or one who has given the use of his name for the purposes of this suit, having no actual interest therein, but combine with Cyrot Gentes for the purpose of defrauding these defendants. Deponent further says, that after diligent inquiries he has been unable to find any such person as Gilbert Vergnon, or any one who is acquainted with him.

(Signed) W. F. VREDENBURGH.

Sworn to and subscribed before me, this 7th February, 1849.

JAS. B. MURTAGH,
Deputy Clerk.

Rule taken by Vredenburgh, the 7th February, 1849.

Present the Honorable Geo. Strawbridge, Judge.

GILBERT VERGNON
v.
W. F. VREDENBURGH. } No. 775.

On motion of Watts & Spring, of counsel for defendant, and on reading the affidavit of W. F. Vredenburgh, it is ordered that the plaintiff, Gilbert Vergnon, do present himself in open Court on Monday, the 12th February, inst., at 10 o'clock A. M., and establish his identity and connection with this suit, or in case of his alleged absence from the city, or of any other like pretence, that Cyrot Gentes, professing to act herein by procuration, to proceed to establish the identity of said Vergnon and his connection with this suit; and further, that he do establish the cause of the absence of said Vergnon, to the satisfaction of the Court, or in default thereof, this suit be dismissed with costs.

JAS. A. OPKINS,
Deputy Clerk.

Service.

Received, 8th February, 1849, and on the same day, served copies of the within rule on Cyrot Gentes personally, and on Gilbert Vergnon, through Cyrot Gentes personally, his agent, who accepted service of the same.

Returned, 8th February, 1849.

JOHN L. LEWIS,
Sheriff.

Judgment of Non-suit, Rendered 12th February, 1849.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co.
and J. L. LEWIS, Sheriff. } No. 775.

This cause came on to-day for trial, plaintiff p. p. (not present), Watts & Spring for defendants, when the plaintiff, being solemnly

called, having failed to appear and prosecute his case, it is adjudged and decreed that judgment of non-suit be entered, and that said plaintiff pay the costs.

Rendered 12th February, 1849.

Signed 21st February, 1849.

(Signed) GEO. STRAWBRIDGE,
Judge.

Affidavit of Plaintiff, filed 15th February, 1849.

Fourth District Court.

VERGNON
v.
VREDENBUBGH & Co.

P. C. TISSERON
v.
VREDENBURGH & Co.

No. 775.

Cyrot Gentes, attorney in fact of plaintiff, duly sworn, doth depose and says, that on *that on* Monday last past, the 12th of this month, he was ready to plead both cases, to wit, P. C. Tisseron v. Vredenburgh & Co., and Vergnon v. the same, and that he had a good ground of action, when none of the witnesses in the case of Tisseron v. Vredenburgh & Co. were present, probably because the sheriff had not been able to serve the subpœna in consequence of the extraordinary bad weather and incessant rain of Saturday, the 10th past, and that in the case of Vergnon v. Vredenburgh, Mr. Germain, the clerk of the French consulate, had not been cited, and that deponent, by showing to the Court that the witnesses of the first case on the tableau were necessary to go safely in the trial of the second case on said tableau, it has been agreed by the Court, that attachment should be taken against the witnesses of the first case, and that a subpœna should be served to Mr. Germain.

That deponent thought it was necessary to take the opportunity of the time allowed to the sheriff to attach the witnesses, for the purpose of getting from the clerks of the office of the Recorder, a copy of the proceeding of the case of the State v. Cyrot Gentes and Tisseron, which copy was indispensable, and that the clerk had not made out, as he had previously promised, did absent himself from the court, he verily believes, about five minutes, hardly time enough to write and give to the sheriff the subpœna, when, by an extraordinary circumstance, the case had been called again, contrary to the decision of the court of sending for the witnesses, and before the attachment were returned.

That when deponent came back from the office of the recorder, where he was busily occupied for the success of the case, though the

sheriff had informed the court that deponent was not present, and judgment of non-suit was rendered against plaintiff without waiting for the return of the attachment and subpœna issued in the case, and without apprising deponent, who was in court, but did not attend to what was going on, that he could be non-suited if he did not proceed to try the cause.

(Signed) CYROT GENTES.

Sworn to and subscribed before me, February 15th, 1849.

(Signed) GILMORE,
Clerk.

Rule taken 15th February, 1849.

Present, the Honble. Geo. Strawbridge, Judge.

C. G. VERGNON
v.
VREDENBURGH & Co. } No. 775.

On motion of Cyrot Gentes, attorney in fact of plaintiff, it is ordered by the court, that W. F. Vredenburgh & Co. show cause, on Wednesday next, the 21st inst., at 10 o'clock A. M., why the judgment of non-suit, in this case, should not be set aside, and the cause reinstated on the docket, for the reasons set forth in the affidavit on file.

JAS. A. OPKINS,
Deputy Clerk.

Service.

Received, 15th February, 1849, and in the same day served copy of rule, affidavit personally, on Spring, Esq., for Watts & Spring.
Returned, 17th February, 1849.

JOHN L. LEWIS,
Sheriff.

Order submitting rule. Entered 21st February, 1849.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co., and
J. L. LEWIS, Sheriff.

The rule herein taken, 15th instant, by the plaintiff, on the defendant, Vredenburgh & Co., for a new trial, came on to-day for hearing, Cyrot Gentes for plaintiff in rule, Watts & Spring for defendant, when, after hearing the affidavit of plaintiff, in file and counsel, the court took the same under consideration.

Order discharging the rule. Entered 23d February, 1849.

GILBERT VERGNON
v.
W. F. VREDENBURGH & Co., and
JOHN L. LEWIS, Sheriff.
No. 775.

The rule herein taken by the plaintiff on the defendant, for a new trial, having been taken under consideration, the court this day order, that said rule be dismissed with costs, and the new trial refused.

State of Louisiana, Fourth District Court of New Orleans.

I hereby certify, that the foregoing seventeen pages do contain a full and complete transcript of the record of the case, wherein Gilbert Vergnon is plaintiff, and W. F. Vredenburgh & Co. are defendants, and John L. Lewis, sheriff, defendant, instituted in this court, and now on the records thereof, under the No. 775 of the docket of this court.

In testimony whereof, I have hereunto signed my name and affixed the seal of said court, this 27th January, A. D. 1855, and in the 79th year of the Independence of the United States.

[SEAL.] JAS. B. MENTAGH,
Deputy Clerk.

Transcript from the State Court.

State of Louisiana, Fourth District Court of New Orleans.

JAMES CYROT GENTES
v.
VREDENBURGH & Co.
No. 4299.

Petition, filed 27th February, 1851.

To the Honble. the Judge of the Fourth District Court of New Orleans:

The petition of James Cyrot Gentes respectfully showeth, that Vredenburgh & Co., trading in New Orleans, are justly indebted unto your petitioner in the sum of ten thousand dollars damages and upwards, suffered by your petitioner for this,

That said Vredenburgh & Co., with the view and intention of vexing and harassing the petitioner, bringing him into contempt, and ruining his reputation and his person, has, on or about the 20th January, 1847, made before the Recorder of the First Municipality, a certain affidavit, in which they falsely and maliciously assert, that about the 12th or 15th of April, 1846, your petitioner did go in his

store with the view of swindling him, and the whole of the bulky affidavit, which has been destroyed, being a mass incoherent of false allegations, and accusation of perjury, by the means of which he caused this petitioner to be arrested and dragged through the public streets by the guard of the First Municipality, and caused him to be incarcerated in the public jail, among vagabonds and malefactors, where your petitioner suffered cruelly, both in body and mind; and that if the fatal circumstance did not cause him immediate death, it at least did shorten his life by ten years, and caused his health be altered forever, as set forth in the annexed affidavit.

Your petitioner further avers, that the said Vredenburg & Co., did cause the substance of the affidavit, containing slanderous and defamatory allegations against your petitioner, be inserted in all the newspapers of this city, whose extract cannot be had to annex to this petition, but the whole will be proved in due time.

Your petitioner further shows, that experiencing that the cold weather was entirely incompatible with his constitution, had resolved to pass at least the winter time in a more southern climate; and that he was in the intention previous to start, in consideration of its having made a regular and particular study of the medical sciences, of applying for a diploma to the Medical College of Louisiana, and for that purpose he was following, regularly, the course of lectures of said Medical College, when the affidavit of said Vredenburg removed him from said Medical College to the jail, where he passed several days and several nights, without the knowledge of none of his acquaintances, the previous death of his servant leaving the house without nobody to protect it against the rapacity of a bad neighborhood, and having no clothes to protect himself from the cold, which was, at that moment, the most intense and severe of all the winter. If he hardly escaped to death, he has had his constitution so broken down, that since he has been very often sick to death, and will never recover; that all his projects, all his plan of conduct, all his business, altogether, have been overturned, by the fact of said Vredenburgh & Co., and that one hundred thousand dollars should be but a little part of the damages caused to your petitioner.

Petitioner further shows, that in due time he did institute a suit in damages against Vredenburgh & Co., in the First District Court, which though fixed several times, by casualty never came to be tried, and petitioner sought that by some contrivance the case was out of the docket of appeal, when he been fixed without the knowledge of petitioner, then sick, and a judgment of non-suit been entered.

In consideration of the premises, your petitioner prays that it may be permitted to cite the aforesaid W. F. and William H. Vredenburgh, commercial partner, and trading in New Orleans under the firm of W. F. Vredenburgh & Co., before this Honorable Court, and that after due proceedings had, they be condemned to pay your petitioner, in solido, the sum of ten thousand dollars, with interest

and costs, and that he have such further and general relief in the premises, as the nature of the case may require; and as in duty bound he will ever pray.

(Signed) CYROT GENTES.

Citation.

State of Louisiana, Fourth District Court of New Orleans.

Messrs. Vredenburgh & Co., of this City:

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same, in the office of the Clerk of the Fourth District Court of New Orleans, in the City of New Orleans, in ten days after the service hereof.

Witness, the Honorable George Strawbridge, Judge of the said Court, the 27th day of February, in the year of our Lord 1851.

JAS. B. MURTAGH,
Deputy Clerk.

CYROT GENTES
v.
VREDENBURGH & Co. } No. 4299.

Sheriff's Return.

Received, 28th February, 1851, and on the 4th of March, 1851, served copy of citation and petition on the defendants, through Vredenburgh, personally, one of the firm.

Returned, this 5th March, 1851.

A. S. LEWIS,
Deputy Sheriff.

Exception and Answer, filed March 15th, 1851.

CYROT GENTES
v.
W. F. VREDENBURG & Co.

To the Honorable George Strawbridge, Judge of the Fourth District Court of New Orleans.

Now, come W. F. and W. H. Vredenburgh, defendants herein, and except to this action, that on or about the 6th May, 1848, the plaintiff, Cyrot Gentes, instituted a similar suit against the same defendants, for the same cause of action, and for the same amount, in the First District Court of New Orleans, entitled Cyrot Gentes v. Vredenburgh & Co., number *No.* 2207 on the docket of said Court, that the said Gentes suffered a non-suit in said case, and that the costs in said suit have not been paid.

Wherefore, the premises considered, defendants pray that this exception be sustained, and plaintiff's suit dismissed.

But if said exception is overruled, and not otherwise, the defendants, in answer, plead general issue and prescription of one year, and pray to be hence dismissed with costs.

L. SPRING,
For Defendants.

Notice of Trial.

State of Louisiana, Fourth District Court of New Orleans.

CYROT GENTES
v.
VREDENBURGH & Co. } No. 4299.

To Cyrot Gentes, plaintiff herein.

Sir: Please to take notice, that the exception herein filed, by defendant in the above-entitled case, is fixed for trial on Thursday next, the 20th day of March, 1851, at 10 o'clock A. M.

JAMES B. MURTAGH.

CLERK'S OFFICE, this 15th March, 1851.

Sheriff's Return.

Received, 17th March, 1851. Plaintiff could not be found, after diligent search made for him.

This 20th March, 1850.

A. S. LEWIS,
Deputy Clerk.

Order to continue.

State of Louisiana, Fourth District Court of New Orleans.

Thursday, the 20th day of March, 1851. Present the Honorable Geo. Strawbridge, Judge.

CYROT GENTES
v.
VREDENBURGH & Co. } No. 4299.

The exception herein filed, by the defendants, came on to-day for trial, plaintiff, C. Gentes, not present, L. Spring for defendants, when it appearing to the Court, that plaintiff has not been legally notified of the filing of the exceptions, it is ordered that the same be continued, and fixed for Wednesday next, the 26th instant, at 10 o'clock A. M.

S. LEON,
Deputy Clerk.

Extract from the minutes.

Sheriff's Return.

Received, 21st March, 1851, and on the 22d of the same month, served copy of the within order, personally, on the plaintiff.

Returned, 24th March, 1851.

Affidavit of Plaintiff, filed March 26th, 1851.

Fourth District Court of New Orleans.

CYROT GENTES
v.
VREDENBURGH.

Cyrot Gentes, duly sworn, doth depose and says, that in due time he did institute a suit in damages against Vredenburgh & Co., in the First District Court, which, though fixed several times, by casualty never came up to be tried, and deponent sought that by some contrivance, the case was out of the docket of appeal, when it been fixed without the knowledge of deponent, who had been non-suited; he was then sick as usual from the intense cold he had experienced in jail, when he was falsely and fraudulently imprisoned, on the affidavit of Vredenburgh, in the view of fixing a case against himself, and obtaining judgment when deponent should be locked up, and unconscious of the proceeding going on; and that since that time the least cold weather sicken him and make him so stiff that he can hardly move, and that he is laboring under that diseased state, caused by the wrong of Vredenburgh, since the cold weather put him in the state of torpor, in which he is now hardly recovering of a little.

CYROT GENTES.

Sworn to and subscribed before me, this 25th March, 1851.
JAMES B. MUSTAGH,
Deputy Clerk.

Trial of the Exception.

The exception herein filed by the defendants, came on to-day for trial, plaintiff in P. P., L. Spring, for defendant, when, it being shown that the plaintiff has not paid the costs of a previous suit, in the First District Court of New Orleans, against the defendants, for the same cause of action, it is ordered and decreed, that this suit be dismissed with costs.

Rendered, March 26th, 1851.
Signed, March 31st, 1851.
(Signed) GEO. STRAWBRIDGE,
Judge of Fourth District Court.

State of Louisiana, Fourth District Court of New Orleans.

I hereby certify, that the foregoing eight pages contain a full and complete transcript of all the proceedings, as well as of all the documents filed and evidence adduced, on the trial of the cause,

wherein J. Cyrot Gentes is plaintiff, and Vredenburgh and Co. are defendants, instituted in this Court, and now on the records thereof, under the No. 2445.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of New Orleans, this 27th day of January, in the year of our Lord one thousand eight hundred and fifty-five, and in the seventy-ninth year of the Independence of the United States.

[SEAL.] JAMES B. MURTAGH,
Deputy Clerk.

Transcript from the State Court.

State of Louisiana, Fourth District Court of New Orleans.

PIERRE CLAUDE TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

Petition and Affidavit, filed the 7th April, 1847.

To the Honorable G. Strawbridge, the Judge of the Fourth District Court of New Orleans.

The petition of Pierre Claude Tisseron, of New Orleans, respectfully represents, that, in the case of W. F. Vredenburgh and W. H. Vredenburgh, trading under the name of W. F. Vredenburgh & Co., v. Pierre C. Tisseron, a judgment has been entered against him by this Honorable Court, the 1st, and signed the 5th February, mil huit cent quarante-sept (1847), as follows: After hearing the evidence, the Court, considering that the plaintiff's claim is fully proved, it is ordered, adjudged, and decreed, that judgment be entered in favor of the plaintiffs, and that said plaintiffs recover of the defendant, Pierre Claude Tisseron, the sum of one thousand dollars, with legal interest from the 24th April, 1846, all paid, and the cost of suit, with privilege and mortgage on the property described in the Notarial Act annexed to said plaintiff's petition.

That said judgment is void and null for the reasons:

That this judgment has been obtained through fraud, and as your petitioner is induced by circumstances to verily believe, by corruption, bribery, perjury, false documents, and every ill practices of the plaintiffs, as provided by the Article 607 of the Code of Practice, and as it is set forth in the affidavit.

That the answer to the petition, filed in the suit instituted in said case, was filed the 18th January, 1847.

That, in order to extort from this Court a fraudulent judgment, the 20th of January, three days after the answer was filed, they made an affidavit, before the Recorder of the First Municipality, the

substance of which was perjury, and caused your petitioner and his attorney to be dragged in jail.

That, getting rid of their adversary by that abominable and unheard fraud, they did fix the case the 23d, five days after the filing of the answer, and that by that terrible stratagem, they obtained the most fraudulently an iniquitous and fraudulent judgment, rendered 1st of February, twelve days after answer to petition, to which your petitioner was supposed to assent by his absence, when he had been placed in jail by the plaintiffs, in order to put him in the impossibility of even knowing that the case was fixed; so strong was the certitude of the prosecution of your petitioner of losing their imaginary case, if your petitioner would been able to face by himself the several, it is said, four members of the bar roused against him.

That, from the above fact, the aforesaid judgment is null and void. That, in consequence of that fraudulent judgment, an execution has been issued in this case, and that the Sheriff of the City of New Orleans has seized and has advertised for sale, as belonging to your petitioner, or as having an imaginary mortgage, a certain lot of ground, designated more particularly in the notice of said sheriff, annexed hereto as part of petition.

That, notwithstanding petitioner's notice to the plaintiffs and sheriff, that not only they have no right to an exception under such a judgment, but that the lot alluded to do not belong to him, they still persist illegally to offer the same for sale, that this fact render an injunction necessary.

Wherefore, petitioner prays that said W. F. Vredenburgh & Co. be cited to appear before this Honorable Court, and that, after due course of law, it be decreed that the judgment rendered in the above case be declared void and null.

He further prays that said W. F. Vredenburgh, and John Lewis, Sheriff of the City of Orleans, upon *upon* the affidavit hereto annexed, be enjoined from selling the property mentioned in the notice of seizure annexed, till further notice of this Court.

He further prays for all and general relief, and as in duty bound, &c.

(Signed) CYROT GENTES,
Attorney in fact.

Notice of seizure, annexed to the petition as making part of it.

Fourth District Court of New Orleans.

W. F. VREDENBURGH & Co.
v.
P. C. TISSERON. } No 363.

By virtue of a writ of fieri facias, to me directed, by the honorable, the Fourth District Court of New Orleans, in the above-men-

tioned suit, I will proceed to sell at public auction, in the rotunda of the City Exchange, St. Louis Street, between Chartres and Royal Street, on Wednesday, April 7th, 1847, at 12 o'clock M., the following described property seized in the above suit: One lot of ground, situated in Faubourg St. Mary, of this city, designated as number nine on a plan drawn by Joseph Pilié, surveyor of this city, dated February 28th, 1830, and deposited in the office of Felix de Armas, then a notary public in this city; said lot of ground measuring 28 feet, 8 inches, and six lines front on Girard Street, by a depth of 110 feet and front on St. John Street, of which it forms the corner. Terms cash.

(Signed) JOHN L. LEWIS,
Sheriff of the Parish of Orleans.

Affidavit.

Pierre Claude Tisseron, duly sworn, says, that the fact contained in the foregoing petition are true and correct, and render, in the opinion of petitioner, an injunction necessary to protect the legal right of whom it concern, &c.

(Signed) TISSERON.

Sworn and subscribed before me, this 6th April, 1847.

(Signed) GILMORE,
Clerk.

Citation.

State of Louisiana, Fourth District Court of New Orleans.

Mr. W. F. Vredenburgh & Co.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the Fourth District Court of New Orleans, in ten days after the service hereof.

Witness, the honorable Geo. Strawbridge, Judge of the said court, this 7th day of April, in the year of our Lord, 1847.

(Signed) J. R. TOLEDANO,
Deputy Clerk.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

Etat de la Louisiane, 4ieme Court de District de la N'lle Orleans.

Mr. W. F. Vredenburgh & Co.

Vous êtes somme de satisfaire a la demande contenue dans la petition dont une copie est ci-annexée, ou de remettre votre reponse

a ieell an bureau du greffier de la quatrième Cour de District de la N'lle Orleans, dans dix jour après sa notification.

Temoin l'honorable Geo. Strawbridge, Judge de la dite Court ce 7 Avril de l'année de notre Seigneur, 1847.

Service.

Received, 8th April, 1847, and on the same day served copy of citation and petition on W. F. Vredenburgh & Co., through W. F. Vredenburgh, one of the firm.

Returned, 9th April, 1847.

JOHN L. LEWIS,
Sheriff.

Citation.

State of Louisiana, Fourth District Court of New Orleans.

Mr. John L. Lewis, Sheriff.

You are summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the Fourth District Court of New Orleans, in ten days after the service hereof.

Witness the Honorable Strawbridge, Judge of the said Court, this 7th day of April, in the year of our Lord, 1847.

JAS. A. HOPKINS,
Deputy Clerk.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co., and
JOHN L. LEWIS, Sheriff.
} No. 776.

Service.

Received, 7th April, 1847, and on the same day served copy of petition and citation on John L. Lewis, by leaving the same at his office, in the hands of S. Blossman, one of his deputies.

Returned, 9th April, 1847.

ROBT. SPEDDEN,
Coroner.

Answer filed 15th April, 1847.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co., and
J. L. LEWIS, Sheriff.
} No. 776.

To the Honorable Geo. Strawbridge, Judge of the Fourth District Court of New Orleans.

W. F. Vredenburgh & Co. come, and for answer to the petition of

P. C. Tisseron, respectfully plead a general denial, and pray to be hence dismissed with costs.

In this answer joined also J. L. Lewis, Sheriff, who further prays, that if a judgment should be herein rendered against him, that he, the said Lewis, should have such judgment over against the said W. F. Vredenburgh, as the nature of the case and justice should require, and your honor should be pleased to decree.

WATTS & SPRING,
For Defendant.

Judgment of Non-suit, entered 25th April, 1848.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co. and
JOHN L. LEWIS, Sheriff.

This case came up to-day for trial, Cyrot Gentes for plaintiff (not present), Watts and Spring for defendant, when the plaintiff, being solemnly called, and failing to appear and prosecute this case, it is adjudged and decreed, that judgment of non-suit be entered, and that the plaintiff pay the costs.

Affidavit for New Trial, filed 26th April, 1848.

Fourth District Court.

TISSERON
v.
VREDENBURGH & Co.

Cyrot Gentes, attorney for plaintiff in this case, duly sworn, doth depose and says, that this case was fixed for the 25th instant; that on that same day he was present in the Court early in the morning; that Mr. Genois, the only witness summoned, told him that he (Genois, recorder), was not able to give the proper information, not having the books under his control; that application ought to be made to the Recorder's office; that by directing a subpœna to Mr. Genois, deponent thought he was already acting his functions; that in a previous suit deponent had not been able to have the same evidence, though a subpœna duces tecum had been directed to the clerk of the Recorder's office, ordering him to bring into Court the book, of such date; that said clerk, instead of bringing the book, gave a written answer, telling there were no books, or something like, meaning, probably, that he shan't bring them into Court, and the Third Court refused a writ of attachment to oblige him to comply with the order, so that a material evidence been lost.

That Mr. Grima, employed in the case of Zebriska, told him, even assured him, that the said case of Zebriska should not be fin-

ished in that session, and the following should be continued by preference; that deponent thought that the Judge had already continued the cases by preference, and that, anyhow, he should have time to go to the Recorder's office, and to ask to the clerk if he should bring into Court the book relating to the evidence, without a subpœna duces tecum, when he said he should give a certified copy of the minutes, and when deponent came back a non-suit was already entered, in the time he was making all possible exertion to have the paper evidence, that he had a good ground of action.

CYROT GENTES.

Sworn to and subscribed me, this 26th April, 1848.

GILMORE,
Clerk.

Rule for New Trial, taken April 26th, 1848.

Present the Honorable George Strawbridge, Judge.

TISSERON
v.
VREDENBURGH & Co. } No. 776.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered that defendant show cause, on Saturday next, why the non-suit, entered in this case, should not be set aside, and the case restored on the docket, for the reasons set forth in the affidavit on file.

Service.

Received, 26th April, 1848, and on the 27th of the same month served copy of the within rule on Watts & Spring, through C. Watts, Esq., personally.

Returned, 28th April, 1848.

JOHN L. LEWIS,
Sheriff.

Order of submitting Rule, entered 29th April, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

The rule herein taken, on 26th instant, by the plaintiff on the defendant to set aside the judgment of non-suit, entered herein, came on to-day for hearing, Cyrot Gentes for plaintiff in rule, Watts & Spring for defendant, when, after hearing counsel, the Court took the same under consideration.

Order, making Rule absolute, entered 8th May, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

The rule herein, on 26th instant, by the plaintiff on the defendant to set aside the non-suit and for a new trial, having been taken under consideration, the Court this day order, that said rule be made absolute, and that a new trial be granted.

Affidavit and Order for Commission, filed 30th March, 1849.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 776.

Fourth District Court.

C. K. VERGNON
v.
VREDENBURGH & Co. } No. 775.

Cyrot Gentes, attorney in fact of plaintiffs, doth depose and says, that Charles Boudray, a witness in these cases, is going to leave this place and the State before trial can be had. Wherefore, he prays a commission, sworn to and subscribed.

CYROT GENTES.

Sworn to and subscribed before me, this 30th March, 1849.

GILMORE,
Clerk.

Affidavit and Order for Commission, filed April 27th, 1850.

TISSERON
v.
VREDENBURGH & Co. } No. 776.

C. K. VERGNON
v.
VREDENBURGH & Co. } No. 775.

Fourth District Court of New Orleans.

Cyrot Gentes, attorney in fact of plaintiff, duly sworn, doth depose and says, that Louis Couche, Paul Fourouge, and other, whose testimony is material in these cases, are going to leave this place and the

ished in that session, and the following should be continued by preference; that deponent thought that the Judge had already continued the cases by preference, and that, anyhow, he should have time to go to the Recorder's office, and to ask to the clerk if he should bring into Court the book relating to the evidence, without a subpœna duces tecum, when he said he should give a certified copy of the minutes, and when deponent came back a non-suit was already entered, in the time he was making all possible exertion to have the paper evidence, that he had a good ground of action.

CYROT GENTES.

Sworn to and subscribed me, this 26th April, 1848.

GILMORE,
Clerk.

Rule for New Trial, taken April 26th, 1848.

Present the Honorable George Strawbridge, Judge.

TISSERON
v.
VREDENBURGH & Co. } No. 776.

On motion of Cyrot Gentes, attorney for plaintiff, it is ordered that defendant show cause, on Saturday next, why the non-suit, entered in this case, should not be set aside, and the case restored on the docket, for the reasons set forth in the affidavit on file.

Service.

Received, 26th April, 1848, and on the 27th of the same month served copy of the within rule on Watts & Spring, through C. Watts, Esq., personally.

Returned, 28th April, 1848.

JOHN L. LEWIS,
Sheriff.

Order of submitting Rule, entered 29th April, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

The rule herein taken, on 26th instant, by the plaintiff on the defendant to set aside the judgment of non-suit, entered herein, came on to-day for hearing, Cyrot Gentes for plaintiff in rule, Watts & Spring for defendant, when, after hearing counsel, the Court took the same under consideration.

Order, making Rule absolute, entered 8th May, 1848.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. and JOHN L. LEWIS, Sheriff. } No. 776.

The rule herein, on 26th instant, by the plaintiff on the defendant to set aside the non-suit and for a new trial, having been taken under consideration, the Court this day order, that said rule be made absolute, and that a new trial be granted.

Affidavit and Order for Commission, filed 30th March, 1849.

P. C. TISSERON
v.
VREDENBURGH & Co. } No. 776.

Fourth District Court.

C. K. VERGNON
v.
VREDENBURGH & Co. } No. 775.

Cyrot Gentes, attorney in fact of plaintiffs, doth depose and says, that Charles Boudray, a witness in these cases, is going to leave this place and the State before trial can be had. Wherefore, he prays a commission, sworn to and subscribed.

CYROT GENTES.

Sworn to and subscribed before me, this 30th March, 1849.

GILMORE,
Clerk.

Affidavit and Order for Commission, filed April 27th, 1850.

TISSERON
v.
VREDENBURGH & Co. } No. 776.

C. K. VERGNON
v.
VREDENBURGH & Co. } No. 775.

Fourth District Court of New Orleans.

Cyrot Gentes, attorney in fact of plaintiff, duly sworn, doth depose and says, that Louis Couche, Paul Fourouge, and other, whose testimony is material in these cases, are going to leave this place and the

State before trial can be had. Wherefore, he prays for a commission.

CYROT GENTES.

Sworn to and subscribed before me, this 27th April, 1850.

JA'S B. MURTAGH,
Deputy Clerk.

Let a commission in this case, directed to any Justice of the Peace, for the Parish of Orleans, to take the testimony of the witnesses named in the foregoing affidavit. April 27th, 1850.

JA'S B. MURTAGH,
Deputy Clerk.

Affidavit, made by Vredenburgh & Co. before the Recorder, Genois, the 20th January, 1847, against Cyrot Gentes and Tisseron, filed the 8th May, 1850.

On or about the 12th or 15th April, 1846, Tisseron and Cyrot Gentes came to the store of W. F. Vredenburgh & Co., No. 30 Old Levee Street, together, and offered a negotiation for the purchase of some good, which were to be sold at auction, in a credit, at the store of deponent. Gentes was the talking man, and carried on the management and negotiation. Tisseron represented himself to be a person buying and selling goods in the city; that he had rented a store in one house in St. Peter Street for the depository of his goods; that was unknown in the city, and was unable to give indorser. He presented, therefore, two mortgage-notes, in a certain piece of property, which he represented as being the first mortgage in the said property, and as being all straight, correct, and fair, and referred me to the notary who drew up the mortgage, and to the notary's office. I found all apparently correct; and, in the faith of these representations and false pretences of Gentes and Tisseron, took the two mortgage-notes as collateral security for his own note for the goods that were sold to him the day after that interview.

The day after the goods were taken, a new information was received, that created doubt as to the honesty and good faith of Gentes and Tisseron, and of the truth of their representation; and, in consequence, demanded of Tisseron further security, or that we should take back the goods. Tisseron promised to furnish the security demanded before 12, in next day; and said that he had mortgage-notes and property in the 1st and 3d Municipalities, and made no difficulty about it; he now was very profuse in his explanation, and again assured us that the notes he had left were perfectly good: in consequence of which apparent fairness, and of his false pretence and misrepresentation, counselled, aided, and abetted by said Gentes, I was willing to allow him the time asked to procure the necessary security; he failed to give such security, and employed the time

alluded for that purpose in conveying away and secreting the goods purchased of the deponent's firm; that, after the time allowed to procure the security, deponent inquired concerning him, and then ascertained that he was carrying away and secreting a writ of sequestration, and only succeeded in obtaining a part of the property, the rest having been carried away and concealed, nor have the sum now been recovered. Afterward, Tisseron, Gentes, per themselves or other person, or went himself to a notary, that the notes had been paid, all of which was done after having represented to the deponent, W. F. Vredenburgh & Co., that the said notes and mortgage were perfectly good; and, when the same were in the hands and possession of deponent unpaid, and after having produced credit in the faith of them, and also afterwards, to wit, in the 7th inst., 1846, the said Cyrot Gentes, in order more completely to carry out his plain and swindling, in the Third District Court of New Orleans, and falsely and fraudulently, said Poincelin made out that he had a claim and judgment against Pierre Tisseron, in the City Court; that, in order to obtain satisfaction of said judgment, it was necessary to have the mortgages to your petitioner erased, in order that the said property might be seized and sold: in consequence of which said representations and oath, an order was granted for the Judge of said Court of New Orleans, directing the Recorder of Mortgages to cancel the said mortgage, which was accordingly done, and the property sold, and bought in by Cyrot Gentes: all of which said property, false suing, and fraud was done by the assistance and at the instigation of said Gentes, he counselling, aiding, and procuring the that afterwards, in or about the 18th 1846, when proceedings had been taken against said Poincelin and Cyrot Gentes, to set aside the aforesaid fraudulent proceedings, to obstruct the course of justice and secret himself from the effect of his fraud, he, Gentes, endeavored, by persuasion and temptation of bribery, to procure the said Poincelin to leave the jurisdiction of the Court and of the State, and not appear at the trial of the case; this was done between Gentes, that Poincelin would confess the fraud and perjury that had been practised.

Deponent further state, that Gentes and Tisseron, in order for them to incumber the said property and secure it from the pursuit of one Vredenburgh, he procured one Vedrenne to buy the same, which sale was fraudulent, said Vedrenne now having paid any consideration for the same, only join his name to the said Gentes and Tisseron for fraud; this deponent further says, that by reason of his swindling and buying goods under false pretences, he, the firm of W. F. Vredenburgh & Co., have lost goods to the value of nearly five hundred dollars, and costs amounting to near one hundred dollars, and that all of the attempt to recover such loss have far been rendered of no avail, by reason of the continual fraud and offences of perjuring, above mentioned and set forth, of which the

dates and circumstances can be more punctually given when required.

W. F. VREDENBURGH.

Sworn to and subscribed before me, this 20th January, 1847.

GENOIS,
Recorder.

Cyrot Gentes, duly sworn, doth depose and says, that the adjoining copy of the affidavit made by Vredenburgh & Co., is exact, true, and correct.

(Signed) CYROT GENTES.

Sworn and subscribed before me, in open court, May 8th, 1850.

GILMORE,
Clerk.

Affidavit, made by Cyrot Gentes, before the Honorable C. B. Bervely, Third Justice of the Peace, the 13th day of April, A.D. 1847, *against Vredenburgh & Co., filed May 8th,* 1850.

Cyrot Gentes, duly sworn, doth depose and says, that on the fourteenth of April, 1846, W. F. Vredenburgh and W. Vredenburgh & Co., did maliciously, falsely, knowingly, wilfully and feloniously swear and take their corporal oath, upon the Holy Evangelist of God, before Ed. Gardere, Clerk of the Commercial Court of New Orleans, where the Honorable Watts was Judge, that certain material facts stated in a petition, wherein the said Vredenburgh was a mere plaintiff, and Tisseron defendant, were true, which said facts, as stated in said petition, are in substance as follows: that Tisseron had received the goods, but that he has failed to comply with the contract, or to furnish the necessary approved paper; when said Tisseron had perfectly complied with his contract, and furnished all paper according said contract, and that no reserve had been made by said Vredenburgh, as stated in said petition; that the bargain was absolute, and payment entirely made according said contract, before the goods were delivered, as that is into the knowledge of deponent; that Tisseron was verily believing, in good faith, that the notes he gave instead of an indorser, having previous stipulated that he had no other indorser, were bearing mortgage, and were good till the contrary been shown to him; by the wrong judicatory proceedings of said Vredenburgh, who falsely accuse Tisseron of not having complied with his contract, is the only one, meaning Vredenburgh, who did not complied with, and did always proceed fraudulently, to obtain against Tisseron iniquitous judgment by default, and caused damages to said defendant to an immense amount.

That almost the whole bulk of the petition alluded to, filed in the Commercial Court of New Orleans, the 14th of April, 1846, by Vredenburgh, of which a certificate copy is annexed for reference,

is a tissue of perjury, in virtue of which he has obtained, by fraudulent means, a judgment, which caused irreparable damages to the adverse party. New Orleans, April 13th, 1847.

CYROT GENTES.

Sworn and subscribed before me, this 13th day of April, A. D. 1847.

C. B. BERVERLY,
Justice.

Document, filed May 8th, 1850.

Criminal Cases, January 21st.

THE STATE OF LOUISIANA
v.
CYROT GENTES, P. C. TISSERON,
J. POINCELIN.

Nature of complaint, swindling.
Names of witnesses, W. F. Vredenburgh.
Date of warrant, January 21st.
Appearance of accused, January 22d.

Proceedings had in the Case.

The accused, Cyrot Gentes, was, on the 22d of January, 1847, committed to jail, until further examination; on the 24th of January, the accused furnished bail of seven hundred dollars, for their appearance before this Court; on the 2d February, 1847, this case was examined, and the accused, Gentes, bailed $1000 for his appearance before the First District Court; the two others were discharged.

Decision of the Recorder.

I am of opinion that the evidence adduced, substantiates the charge brought against the accused, Cyrot Gentes; therefore, I refer the case to the Honorable the First District Court of New Orleans. The two others were discharged, the evidence not being substantiated.

NEW ORLEANS, this 2d February, 1847.

I hereby certify the within to be a true and correct copy from the record of this office.

S. BOSONIER,
Clerk.

N. O. 13th February, 1847.

Document, filed May 8th, 1850.

I do hereby certify, that Cyrot Gentes was imprisoned on the 22d of January, 1847, by the Honorable Recorder Genois, on a charge

of swindling, and on the twenty-fifth of the same month and year, was released by an order of the aforesaid honorable Recorder.

(Signed) CHAS. HILSHAW,
Deputy Sheriff.

PARISH PRISON, January 20th, 1849.

Order. Cause submitted May 8th, 1850.

PIERRE C. TISSERON
v.
VREDENBURGH & Co., and
J. L. LEWIS, Sheriff.

This case came on this day for trial. Cyrot Gentes, for plaintiffs, Watts & Spring, for defendants, when, after hearing evidence and arguments of counsel, the court took the same under consideration.

Judgment, rendered 13th May, 1850.

The Court being of opinion that the plaintiff has failed to establish sufficient grounds for the nullity of the judgment sought by him, it is adjudged and decreed, that there be judgment against said plaintiffs, as in case of non-suit, and that he pays costs of suit.

Rendered, 13th May, 1850.

Signed, 17th May, 185 .

GEORGE STRAWBRIDGE,
Judge Fourth District Court.

Petition, filed September 19th, 1851.

To the Honorable the Judge of the Fourth District Court of New Orleans:

The petition of Cyrot Gentes, attorney in fact of Romain Card and Robert Vergnon, both absent since two years, and both third persons appellants, respectfully represents, that in the case of Pierre C. Tisseron, also absent since two years, v. Vredenburgh & Co., No. 776 of the docket, they have been aggrieved by the judgment rendered in that case, the 13th May, 1850, and that in said circumstance, the law allow two years for the appeal.

Wherefore, petitioner prays that an appeal be granted in their behalf, by giving bond with good and solvent security for costs, and he further prays for general relief.

And, as in duty bound, he will ever pray.

(Signed) CYROT GENTES.

Rule, filed September 19th, 1851.

Fourth District Court of New Orleans.

PIERRE C. TISSERON
v.
W. F. VREDENBURGH & Co.
No. 776.

On motion of Cyrot Gentes, attorney in fact of Romain Card and

Robert Vergnon, it is ordered by the court, that W. F. Vredenburgh & Co. show cause, on Wednesday, the 1st October next, at 11 o'clock A.M., why an appeal should not be granted in this case, for the reasons set forth in the petition.

Petition, filed Nov. 11th, 1851.

P. C. TISSERON
v.
W. F. VREDENBURGH & Co. } No. 776.

To the Honorable the Judge of the Fourth District Court of New Orleans:

The petition of Cyrot Gentes, agent of Nicholas Gabriel Dupan, a third person, interested in the above-mentioned case, and absent from the State since about two years, most respectfully represents:

That petitioner has been aggrieved, by a judgment rendered in the above case, the 13th day May, 1850, and signed the 17th of the same month; and that, according to the Article 571 of the Code of Practice, and Article 593 of the same Code, he is entitled to an appeal in the same case. Wherefore, your petitioner prays an appeal therefrom, and as in duty bound, &c.

(Signed) CYROT GENTES,
Agent of Dupan.

State of Louisiana, Fourth District Court of New Orleans.

I hereby certify, that the foregoing twenty-four pages do contain a full and complete transcript of the record of the case of Pierre C. Tisseron v. W. F. Vredenburgh & Co., and John L. Lewis, sheriff, instituted in the court, and now on the records thereof, under the No. 776 of the docket.

In testimony whereof, I have hereunto signed my name and affixed the seal of said court, this 27th January, A. D. 1855, and in the 79th year of the independence of the United States.

[SEAL.] JAS. B. MUSTAGH,
Deputy Clerk.

Transcript from the State Court.

State of Louisiana, Fourth District Court of New Orleans.

THEOPIL L. ABYVEN
v.
PIERRE CLAUDE TISSERON. } No. 93.

Petition, filed August 21st, 1846.

To the Honorable the Fourth District Court of New Orleans:

The petition of Theophile Louis Abyven, who resides in the City

of New Orleans, respectfully shows, that Pierre Claude Tisseron, also residing in the aforesaid city, is justly and truly indebted unto petitioner in the full sum of four thousand one hundred and twenty dollars, with legal interest, for this, that petitioner is holder and owner of four certain promissory notes, drawn by said Tisseron, amounting altogether to the aforesaid sum of four thousand one hundred and twenty dollars, two of which are to the order of your petitioner, the one dated New Orleans, August 7th, 1844, payable six months after date, the other dated 15th September, 1844, and payable one year after date, each for the sum of one thousand one hundred and ten dollars; a third one, drawn by said Tisseron to the order of Mr. C. Duvard, dated St. Louis, 20th December, 1844, and payable one year after date, for the sum of nine hundred and eighty dollars, which afterward had been transferred to your petitioner; the fourth, an equally drawn by said Tisseron, to the order of Jean Dubois, dated New Orleans, the 28th October, 1845, payable six months after date, of the sum of nine hundred and twenty dollars, and transferred to your petitioner after it was due; all of which will more fully appear by reference to the four said notes, which are hereunto annexed for reference.

Petitioner further alleges, that the said Tisseron, although thereunto amicably requested, refuse or neglect to pay the amount for which he is indebted as aforesaid.

Petitioner therefore prays, that said Tisseron be cited to appear and answer this petition, and that, after due proceedings, he be condemned to pay to your petitioner the aforesaid sum of four thousand one hundred and twenty dollars, with legal interest since said notes are due, with costs of suit; and petitioner further asks for all general and equitable relief, and as in duty bound, &c.

T. L. ABYVEN.

Notes annexed to the Petition.

B. P. 980 piastres. A un mois de date je payerai a l'ordre de Mr. Duvard, la somme de neuf cent quatre vingt piastres, valeur reçue. St. Louis, le 20th Decembre, 1844.

TISSERON.

Bon P. 1110 piastres. A six mois de cette date je payerai a l'ordre de Mr. T. L. Abyven la somme de mille cent dix piastres valeur recue. N'elle Orleans, le 7th Aout, 1844.

TISSERON.

B. P. 920 piastres. A six mois de cette date je payerai a l'ordre de Mr. Jean Dubois la somme de neuf cent vingt piastres, valeur recue. N'elle Orleans, le 28th Octobre, 1845.

TISSERON.

1319

Confession of Judgment.

I hereby confess judgment for the amount claimed in the within petition. New Orleans, 21st August, 1846.

TISSERON.

Witness,
JOHN L. LEWIS.

Judgment, rendered August 31st, 1846.

On motion of the plaintiff, and the court considering the judicial confession of the defendant, it is adjudged and decreed, that the said plaintiff, Theophile Louis Abyven, recover of the defendant, Pierre Claude Tisseron, the sum of four thousand one hundred and twenty dollars, with legal interest, on $1110, from 6th February, 1845, on $1110, from 15th September, 1845, on $980, from 20th December, 1845, and on $920, from 28th April, 1846, till paid, and costs of suit.

Judgment rendered and signed 31st August, 1846.

GEO. STRAWBRIDGE,
Judge Fourth District Court.

Transfer of the above Judgment.

State of Louisiana, City of New Orleans.

Be it known, that this day, before me, Achille Chiapella, a notary public in and for this City and Parish of New Orleans, duly commissioned and sworn, personally came and appeared, Jacques Cyrot Gentes, residing in the State of Mississippi.

Who procured and exhibited unto me, notary, a certain original document, written in the French language, purporting to be a transfer of judgment from Theophile L. Abyven to Nicolas G. Dupan, and at the request of said appearer I have transcribed the same in this my current register, being in the words and figures following, viz.:

THEOPHILE L. ABIVEN
v.
P. C. TISSERON. } No. 93.

4me Cour de District de la N'lle Orleans.

Je declare, par les presentes avoir vendee, cede et transponte a Mr. Nicolas Gl. Dupan, tous mes droit an jugement obtena dans cette affaire, pour valeur recu le montant a environ $4120.

Nouvelle Orleans, Janvier 5, 1847.

NAS. G. DUPAN and
T. L. ABYREN.
LECORNEY,
Temoin.

And having so transcribed and recorded said documents, I have, at the request of said appearer, annexed the same to the margin hereof, for reference, said document having been first duly paraphed ne varietur by me, notary.

And thereupon personally came and appeared and intervened to this act, Nicolas Lecorney and Celestin Joly, both residing in this city, who declared that they are acquainted with the signature of Messrs. Nicolas G. Dupan, and Theophile L. Abyven, opposed to the above document, and that to their personal knowledge the said signature are genuine. Done and past at New Orleans, this eighteenth day of September, eighteen hundred and fifty-one, in the presence of Selin Wagner and Edward Gottschalk, competent witnesses, who sign these presents, with the said appearer and me, notary.

(Signed) CYROT GENTES,
LECORNEY,
CELESTIN JOLY,
S. WAGNER,
E. GOTTSCHALK.
A. CHIAPELLA,
Notary Public.

I certify the foregoing to be a true copy of the *of the* original act on record in my office.

New Orleans, 26th September, 1851.

(Signed) A. CHIAPELLA,
Notary Public.

Collated by John A. Diamond, Clerk in Fourth D. C.

Answer of Conant, and Call in Warranty, filed March 3d, 1856.

JAMES C. GENTES
v.
VREDENBURGH et als. } No. 2585.

United States Circuit Court.

And now comes into court F. A. Conant, of New Orleans, by his attorney, and for his separate answer to plaintiff's petition says, that he denies all and singular the allegations therein contained, except what is specially admitted.

Respondent admits, that he is in possession of the lot of ground claimed in plaintiff's petition; that he has purchased it from Messrs. Wright, Field, Vredenburgh, and William Hazard Vredenburgh, both residing in this city, on the 18th of March, 1850, as will more fully appear by an act of sale passed before A. Barnett, notary public, an authentic copy of which is annexed to the answer, filed by this respondent, in a suit entitled James C. Conant v. Vredenburgh et als., No. 2372 of the docket of this honorable court, which act is made part of this answer.

That your respondent's vendors are bound to warrant him, and he therefore prays that they be cited to appear and defend your respondent herein against plaintiff's claim.

Wherefore respondent prays that plaintiff's petition be dismissed with costs; but in case judgment should be rendered in plaintiff's favor against your respondent, that at the same time judgment be rendered in favor of your respondent against said Wright, Field, Vredenburgh, and William Hazard Vredenburgh, in solido, for the sum of fifteen hundred dollars, with interest, and all other damages to which your respondent may be entitled. Respondent prays for all such other aid, relief, and remedy, as the nature of the case may require and the law will permit.

(Signed) A. A. MELLAERTS,
Attorney.

Citation in Warranty.

The President of the United States of America, to the Marshal of the Eastern District of Louisiana, greeting:

JAMES C. GENTES et als.
v.
W. F. VREDENBURGH & Co. et als. } No. 2585.

Wright F. Vredenburgh and William H. Vredenburgh, warrantors.

You are hereby commanded to summon W. F. Vredenburgh, of the firm of W. F. Vredenburgh & Co., a citizen of the State of Louisiana, to comply with the demand in warranty of F. A. Conant, a citizen of the State of Louisiana, contained in the petition, of which a copy accompanies this citation, or to deliver his answer to the same, in the office of the Clerk of the Circuit Court of the United States, Fifth Judicial Circuit and Eastern District of Louisiana, in the City of New Orleans, in ten days after the service hereof, or judgment will be rendered against him by default; which delay is increased one day for every ten miles the defendant's residence is distant from New Orleans, the place where the court is held. And that you make due return hereof of the first Monday of April next, 1856.

Witness, the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States of America, at the City of New Orleans, this seventh (7th) day of March, A.D. one thousand eight hundred and fifty-six (1856), and of the Independence of the United States of America the eightieth (80th) year.

(Signed) J. W. GURLEY, [SEAL.]
Clerk.
By W. LARISSON,
Deputy Clerk.

Marshal's Return.

Indorsed: Received, this 7th day of March, 1856; and, on the 8th

day of March, 1856, served copies of the within citation, plaintiff's petition, and documents annexed, on the within named W. F. Vredenburgh, in the manner following, to wit, by handing the same to W. F. Vredenburgh in person, in the City of New Orleans, and returned same day.

(Signed) H. DUFELHO,
Deputy Marshal.

Citation in Warranty.

The President of the United States of America, to the Marshal of the Eastern District of Louisiana, greeting:

JAMES C. GENTES & Co. et al.
v.
W. F. VREDENBURGH & Co. et al. } No. 2585.

Wright F. Vredenburgh and William H. Vredenburgh, warrantors.

You are hereby commanded to summon William H. Vredenburgh, of the firm of W. F. Vredenburgh & Co., a citizen of the State of Louisiana, to comply with the demand in warranty of F. A. Conant, a citizen of the State of Louisiana, contained in the petition, of which a copy accompanies this citation, or to deliver his answer to the same, in the Office of the Clerk of the Circuit Court of the United States, Fifth Judicial Circuit, and Eastern District of Louisiana, in the City of New Orleans, in ten days after the service hereof, or judgment will be rendered against him by default; which delay is increased one day for every ten miles the defendant's residence is distant from New Orleans, the place where the Court is held. And that you make due return hereof on the first Monday of April next, 1856.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States of America, at the City of New Orleans, this seventh (7th) day of March, A. D. one thousand eight hundred and fifty-six (1856), and of the Independence of the United States of America, the eightieth (80th) year.

[SEAL.] (Signed) J. W. GURLEY,
Clerk.
By W. LARISSON,
Deputy Clerk.

Marshal's Return.

Indorsed: Received, this 7th day of March, 1856; and, on the 8th day of March, 1856, served copies of the within citation, plaintiff's petition, and documents annexed, on the within named W. H. Vredenburgh, in the manner following, to wit, by handing the same to W. H. Vredenburgh in person, in the City of New Orleans, and returned the same day.

(Signed) H. DUFILHO,
Deputy Marshal.

Sale of Property.

W. F. and W. H. Vredenburgh, to F. A. Conant, 18th March, 1850.

Filed, with answer of Conant.

State of Louisiana, City of New Orleans.

Be it known that, this day, before me, Alphonse Barnett, a notary public in and for the City and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, personally came and appeared Messieurs Wright, Field, who declared that, for the consideration hereinafter set forth, they do, by these presents, grant, bargain, sell, convey, transfer, assign, and set over unto Mr. Frederick Augustus Conant, of this city, here present and accepting, his heirs and assigns, and acknowledging delivery and possession thereof, all and singular their rights, title, interest, ownership, claim, and demand, of, in, and to a certain lot of ground, situate in the Faubourg "St. Mary," of this city, designated as lot Number "Nine," on a plan drawn by Joseph Pilié, surveyor of this city, on the twenty-eighth of February, 1830, deposited in the office of the late Felix de Armas, notary public, in this city; said lot of ground measures twenty-eight feet, eight inches, and six lines front on Girod Street, by a depth of one hundred and ten feet, and front on St. John Street, of which it forms the corner, together with the improvements thereon and appurtenances thereof, and all the rights, ways, servitudes, privileges, and advantages thereunto belonging, or in any wise appertaining; being the same lot of ground which the said sellers acquired by purchase at sheriff's sale, made by the sheriff of the Parish of New Orleans, on the 7th of April, 1847, by virtue of a writ of fieri facias, to him directed by the Fourth District Court of New Orleans, at the suit of W. F. Vredenburgh & Co. v. P. C. Tisseron, No. 360 of the docket of said Court, and for which the said sheriff executed unto him a deed, in due form of law, under date of the fourteenth of April, eighteen hundred and forty-seven.

By reference to the annexed receipts of the collectors of State, and municipality taxes, it appears, that the taxes due on said lot of ground, for the year eighteen hundred and forty-eight, and eighteen hundred and forty-nine, have been paid.

To have and to hold the said lot of ground, &c., unto the said purchaser, his heirs and assigns, to their proper use and behoof, forever. And the said vendors do hereby subrogate the said purchaser to all the rights and actions of warranty which they have or may have, against their own vendor, or against the vendors of their vendor, fully authorizing said purchaser to exercise the said rights and actions in the same manner as they themselves might or could have done. The said vendors are to refund to the said purchaser, his heirs or assigns, the amount of the purchase-money, to wit, the sum of fifteen hundred dollars, in case of evictions by any person

claiming under a prior title; and the said vendors hereby expressly exclude all warranties or guaranties of the property sold, whatsoever, whether of title or incumbrance over and above the sum of fifteen hundred dollars, as aforesaid.

This sale is made for the price and sum of fifteen hundred dollars, of which five hundred dollars have been paid in ready money, and the remaining sum of one thousand dollars, in the two several promissory notes of said purchaser, dated this day, to the order of, and indorsed by himself, each for five hundred dollars, payable in six and twelve months from date, and if not paid at maturity, to bear interest therefrom, at and after, at the rate of eight per centum per annum until paid; which said notes, after having been paraphed by me, notary, to identify them herewith, have, together with said ready money, been delivered to said sellers, who acknowledges the receipt thereof.

And, to secure the true and punctual payment of said notes, at their respective maturity, and of all eventual interest thereon, as aforesaid, the said lot of ground and appurtenances are hereby specially mortgaged, in favor of said sellers, and of any other holder or holders of said notes, the present purchaser hereby binding and obliging himself and his heirs not to alienate or incumber the said property to the prejudice hereof.

By reference to the annexed certificate of the Recorder of Mortgages, in and for the City and Parish, under date of these presents, bearing date equal herewith, it appears that said property now stands incumbered by the mortgage granted by said sellers, per act passed before John L. Lewis, Sheriff, on the fourteenth of April, 1847, in favor of said sheriff's, to secure payment of four hundred and fifty-eight dollars and fifty cents, which mortgage the present purchaser assumes, the said vendors hereby subrogating him to all their rights of defence against the payment of the same, it being hereby agreed and understood between the said parties, that in case the mortgage, described in the hereto annexed certificate of the Recorder of Mortgages, should bear interest, the purchaser only assumes the payment of such interest from the date hereof.

And thereupon the said William Hazard Vredenburgh declared that he is married, but that his said wife is a minor, and can therefore not make her renunciation in and to the present sale, and he does hereby bind himself to secure the present sale to be satisfied and confirmed by his said wife, and her renunciation to be made by her in and to all the rights and actions which she has or may have in and to said property, so soon as she shall have attained the age of majority, as required by law, with which declaration the said present purchaser is satisfied and content.

And thereupon personally came and appeared and intervened to this act, Mistress Anna Henrietta Hebrard, of lawful age, wife of said W. Field Vredenburgh, who being herein duly authorized and assisted by her said husband, took cognizance of the foregoing act

of conveyance, which I, notary, carefully read and explained to her; and having so done, she declared, that it was her intention not only to ratify said sale, but conveyed, upon which I, notary, declared to her, separately and apart from her said husband, and out of his presence, as it is my duty, that by the laws of this State, she possessed a general mortgage on all the property of her said husband, and upon that of the community, in case she should renounce thereto. First, for the restitution of her dower, and the reinvestment of dotal property bought by her in marriage: Second, for the restitution of dotal property by her acquired during marriage, by inheritance or otherwise: Third, for indemnity against all debts contracted, or which she might hereafter contract, with her said husband: Fourth, for such of her paraphernal property and funds, as may have been alienated by her said husband, or which he has had, or may have the administration or enjoyment, or of which he may otherwise have benefited: Fifth, for nuptial presents made to her by her said husband, or others; that in making her intended renunciation she would deprive herself irrevocably and forever of all rights of reclamation against said sale, whether under mortgage, privilege, or otherwise. Whereupon, the said wife declared that she still persisted in the intention she had announced, to ratify said sale, and to dispossess herself of all rights and liens which she has upon said property, whether by marriage contract, dower, donation, or otherwise; and the said husband being now again present before me, and authorizing his said wife, she again declared, that she does hereby formally renounce, henceforth and forever, all and singular her said rights, and transfer the same to the said purchaser, his heirs and assigns, to be had and held by him and them, and by them enjoyed, in law and thereout; and she hereby binds herself and her heirs to the said purchaser, his heirs and assigns, that she shall and will, at all times, acknowledge the validity of the present sale, and of the renunciation she now makes of all rights which she has or may have in and to the property so sold; and that neither she nor her heirs shall ever seek to oppose or impair the force of this act, hereby renouncing the benefits of all laws, privileges, and customs of which she might avail herself, or which are in her favor in the premises.

Done and passed, at New Orleans, the eighteenth day of March, eighteen hundred and fifty, in presence of Selin Magner and Alphonse C. Weysham, witnesses residing in this city, who have signed their names with the parties, and me, notary.

Original signed,

A. H. VREDENBURGH.
F. A. CONANT.
W. F. VREDENBURGH.
WM. H. VREDENBURGH.
S. MAGNER.
A. C. WEYSHAM.
A. BARNETT,
Not. Pub.

I certify the foregoing to be a true copy of the original act on record in my office.

[SEAL.] A. BARNETT,
Not. Pub.

NEW ORLEANS, 20th March, 1850.

Minutes.

November Term, A. D. 1855.

Default.

NEW ORLEANS, Saturday, 8th March, 1856.

Court met pursuant to adjournment. Present, Honorable Theodore H. McCaleb, District Judge; absent, Honorable J. A. Campbell, Presiding Judge.

JAMES C. GENTES et als.
v.
W. F. VREDENBURGH & Co. et als. } No. 2585.

On motion of plaintiff, Cyrot Gentes, and on showing to the Court the process of citation herein issued has been duly served on the defendants, W. F. Vredenburgh & Co., and that they have failed to plead or answer within the legal delay, it is ordered, that a judgment by default be entered against them.

Minutes.

November Term, A. D. 1855.

NEW ORLEANS, Saturday, 15th March, 1856.

Court met pursuant to adjournment. Present, Honorable Theodore H. McCaleb, District Judge; absent, Honorable J. A. Campbell, Presiding Judge.

JAMES C. GENTES et al.
v.
W. F. VREDENBURGH et als. } No. 2585.

James C. Gentes, one of the plaintiffs herein, submitted this cause on behalf of the plaintiffs, as against the defendants, W. F. Vredenburgh & Co., upon the defaults heretofore entered against them, and the documentary evidence now on file in this case, and that in the case of the same plaintiffs against the same defendants, being No. 2372 of the docket of this Court.

Sale of Property.

By the Sheriff of New Orleans, to W. F. Vredenburgh & Co., April 14th, 1847.

Whereas, I, John Lawson Lewis, Sheriff of the Parish of Orleans,

by virtue of a writ of fieri facias, to me directed by the Honorable the Fourth District Court of New Orleans, at the suit of W. F. Vredenburgh & Co. v. Pierre Claude Tisseron, No. 363 of the docket of said Court, after having fulfilled and complied with all the previous legal requisites, did seize one lot of ground, situated in Faubourg St. Marie of this city, designated as Number Nine, on a plan drawn by J. Pilie, Surveyor of this City, dated February 28th, 1830, and deposited in the office of Felix de Armas, then a notary public in this city, said lot of ground measuring twenty-eight feet, eight inches, and six lines front on Girod Street, by a depth of one hundred and ten feet front on St. John Street, of which it forms the corner; and after having given due and legal notice to the said P. C. Tisseron of the said seizure in the manner pointed out by law, I advertised the said property for sale, after the expiration of the legal delay from the time of said notice, to wit, on the fifth day of March last (1847), by advertisement composed in English and French, announcing the sale to take place in the rotunda of the City Exchange, on the seventh day of April, eighteen hundred and forty-seven; said advertisement were inserted and published in French and English in one paper in the city in New Orleans, to wit, in the New Orleans Bee, from the said fifth day of March last (1847), to the day of sale, being full thirty days from the date of the first notice given; said advertisement were inserted and published on the 5th and 20th March, 2d and 7th of April, 1847; and having further complied with and performed all the additional previous legal requisition, and after the said property having been duly appraised, did expose the same at public sale, according to law, in the rotunda of the City Exchange, St. Louis Street, between Charter and Royal Street, on the said seventh day of April, eighteen hundred and forty-seven, at 12 M., when Vredenburgh, W. F. & Co., being the highest and last bidder, the said before-described property was adjudicated to the said W. F. Vredenburgh & Co., for the price and sum of one thousand dollars, payable cash, which I hereby acknowledge was settled for in the following manner, to wit: the said purchaser paid me the charges and expenses on the sale, amounting to eighty-three dollars; and it appearing that the original mortgage under which the property was sold was given to secure the payment of four notes of five hundred dollars each, and that said purchasers are the holder of the two notes first due, or the other two notes, if they exist, are in the hands of persons unknown, by reason of which the net proceeds of sale, nine hundred and seventeen dollars, was left in the hands of said purchaser, the one-half of which sum to wit, four hundred and fifty-eight dollars and fifty cents, they are entitled to, and the other is held by them as applicable to the payment of the outstanding two notes, if presented and made good against the property; the said mortgage here above referred to is that granted by Pierre Claude Tisseron, per act passed before Louis F. Maureau, notary, on the

24th day of April, eighteen hundred and forty-five, in favor of Jean François Cruzel, Jr., his vendor, to secure two thousand dollars, and to secure the payment of which outstanding two notes, to the extent of four hundred and fifty-eight dollars and fifty cents, a special mortgage is reserved, and the property sold.

Now, therefore, know all men by these presents, that I, the said sheriff, in consideration of the premises, and by virtue of the laws of the State of Louisiana, in such case made and provided, do set and transfer the said before-described property, to the said W. F. Vredenburgh & Co., and at the right and title which the said P. C. Tisseron had in or to the said before-described property, to have and to hold the same to the said W. F. Vredenburgh & Co., their heirs and assigns, forever.

In witness whereof, I have hereunto *hereunto* signed my name, at New Orleans, in the State of Louisiana, this fourteenth day of April, in the year one thousand eight hundred and forty-seven, and the seventy-first year of the Independence of the United States.

(Signed) JOHN L. LEWIS,
Sheriff of the Parish of New Orleans.

Signed in presence of
MICHAEL DE ARMAS,
CHAL. DANNAPLES.

The undersigned, Recorder of Mortgages for this City and Parish, certify, that the foregoing deed of sale has been this day recorded in his office, in Book 51, folio 312.

(Signed) [L. S.] FRED. DURIVE,
Recorder.

NEW ORLEANS, this 14th April, 1847.

I, Register of Conveyances, certify, that the foregoing deed of sale has been this day recorded in my office, in Book 41, folio 514.

(Signed) F. B. VINOT,
Deputy Recorder.

NEW ORLEANS, April 16th, 1847.

Recorded, 19th April, 1847.

(Signed) JAS. A. HOPKINS,
Deputy Clerk.

FOURTH DISTRICT COURT OF NEW ORLEANS,
CLERK'S OFFICE, July 12th, 1852.

I hereby certify the above and foregoing to be a true copy of the deed, as recorded at page 13 of Deed-Book A, of said Court.

[SEAL.] SAM'L GILMORE,
Deputy Clerk.

Filed, March 14th, 1856.

Power of Attorney, from Isidore Detrie to Cyrot Gentes, December 31st, 1855.

General Powers.

United States of America, State of Louisiana, Parish of Orleans, City of New Orleans.

No. Procuration.

Isidore Detrie to Cyrot Gentes, A.D. 1855.

By this Act of Procuration, be it known, that this thirty-first day of December, in the year of our Lord one thousand eight hundred and fifty-five, and eightieth of the Independence of the United States of America, before me, Edwin Floyd, a Notary Public, in and for the Parish of Orleans, domiciliated in the City of New Orleans, State of Louisiana, duly commissioned and sworn, personally came and appeared Isidore Detrie, of this city, who declared that he does by these presents appoint, and in his place and stead depute and put, Cyrot Gentes, of Pass Christian, in the State of Mississippi, to be his true and lawful attorney general and special; granting unto said attorney full power for him, and in his name to his use, in his behalf, to open and answer all letters of correspondence, make, sign, indorse, accept, and pay promissory notes, and bills of exchange, and in the name of said constituent make other notes and obligations, from time to time, for the renewal of all such, or of any part or parts thereof, as may be requisite; to draw checks and drafts for the payment of money upon any bank or banks, person or persons, where, or with whom money may be deposited, in the name, or for the account of said constituent; to deposit drafts, bills of exchange, acceptances, promissory notes, and other obligations, for collection in any of the banks, and withdraw the same, or the amount thereof, at pleasure; also, to hire, lease, and let, all lands, buildings, and slaves, and to sell all property, movable or immovable, slaves and vessels, unto said constituent belonging, upon such terms and conditions, and for such price or prices as said attorney shall think fit. Also, to sell and transfer all or any shares of the capital stock by said constituent, held and owned in any of the banks, or other moneyed institutions in this city; to receive and give acquittances for all dividends of interest now due, or which shall hereafter grow due, on such shares of the capital stock aforesaid, and vote in said constituent's name at all elections for directors or other officers of said institutions; to transact all custom-house business, sign all custom-house bonds, and other bonds, required by the revenue laws of the United States for the payment of duties, obtaining debentures, or otherwise make entries of all goods, wares, and merchandise, imported by or consigned to said constituent, to assist and represent said constituent at all meetings of creditors of insolvent debtors, vote in his name for

syndic or syndics, grant respites and discharges, and deliberate and determine as he, the said attorney, shall think fit; also, to accept and take mortgages on landed estate, slaves, and vessels, or other securities, for debts due to said constituent, and his name to grant mortgages and other securities on the like property, for debts due by said constituent; also, in his name, to take up money upon interest, and contract debts, and grant all requisite obligations and securities, whether by public or private act, for the reimbursement of the same; also, in his name, to purchase property, movable or immovable, slaves, and vessels; and represent him, and act in his behalf, in all cases where the said constituent may act as the syndic, agent, representative, attorney in fact, executor, or administrator of any other person or persons whomsoever, and for the full execution of the purpose aforesaid, to make, sign, and execute, in the name of said constituent, whether of sale, mortgage, purchase, lease, release, contract, compromise, covenant, deed, agreement, or otherwise, that shall or may be requisite or necessary in the premises.

Also, with full power to release all mortgages granted, either in the name of said constituent, or as bearer of promissory notes. Also to ask, demand, sue for, recover, and receive, by all lawful ways and means, attachment or otherwise, of and from all and every person or persons whomsoever, body or bodies corporate, all such sum or sums of money, goods, debts, and effects whatsoever, as now is, or are, or may hereafter be, in his, her, or their custody or possession, due or belonging unto the said constituent, by reason of the premises, whether by bond, note, bill, book, debt, consignment, or for, or by what reason or means soever; and to that end, with whom it may concern, to adjust all accounts, and upon recovery and receipt in the premises, to give sufficient discharges. Also, to appear before all courts of law or equity, there to do and prosecute, as occasion shall require. Also, to compound and agree for the same by arbitration or otherwise, as the said attorney shall think fit; and generally to do and perform whatsoever shall be requisite in the premises, in as full manner as the said constituent could do, if personally. Also, with power of substitution and revocation, the said constituent hereby agreeing to ratify whatsoever the said attorney shall lawfully do in virtue hereof.

In witness whereof, the said constituent has hereunto set his hand, in presence of Jacob L. Winter and Michael Hahn, witnesses, who have also signed their names as such, together with me, notary, the day, month, and year, first afore written.

ISIDORE DETRIE.

[SEAL.] ED. FLOYD,
Notary Public.

Original signed,
MICHAEL HAHN,
J. L. WINTER.

A true copy from the original. New Orleans, March 13th, 1856.
For EDWIN FLOYD,
Notary Public.
ROBERT J. LEE,
Notary Public.

Power of Attorney.

State of Louisiana, City of New Orleans:

Be it known, that this day, before me, A. Chiapella, a notary public, in and for this City and Parish of New Orleans, duly commissioned and sworn, personally came and appeared Cyrot Gentes, residing in this city, who produced and exhibited unto me, notary, a certain original document, written in the French language, under private signature, and purporting to be a ratification of power granted by Pierre Claude Tisseron in favor of the said Cyrot Gentes: and at the request of said appearer, I have made record of said original document in this my current register, the same being in the words and figures following, viz.:

"Je soussigné, Pierre Claude Tisseron, declare n'avoir jamais revoqué la procuration general que j'ai donné a Mr. Cyrot Gentes (Jacques), et la considére comme valable et en pleine force jusqu'a ce que je l'aie revoquée d'apres les formes voulues par la loi. N'elle Orleans, le 12 Decembre, 1846.

(Signed) "TISSERON."

And having so recorded said document, I have, at the request of said appearer, annexed the same in the margin of these presents. And therefore personally appeared and intervened to this act, Pierre Claude Tisseron, of this city, who declared and acknowledged the said original document to be his proper act and deed, and that his signature hereto is genuine.

Done and passed at New Orleans, this eighteen hundred and forty-six, in presence of Victor Burthe.

E. GOTTSCHALK.
A. CHIAPELLA,
Notary Public.

I certify the foregoing to be a true copy of the original act, on record in my office, in faith whereof, I have granted the present, under my signature and the impress of my seal of office, in New Orleans, this nineteenth December, eighteen hundred and forty-six.

(Signed) A. CHIAPELLA,
Notary Public.

State of Louisiana, Fifth District Court of New Orleans:

I hereby certify the above to be a true and correct copy from the original, of record and on file in this court, in the suit of Jacques

Cyrot Gentes, for the use and benefit of Tisseron v. Magloire, No. 1812 of the docket of this honorable Court. Seal of office. January 11th, 1855.

(Signed) [SEAL.] N. TREPANIER,
Deputy Clerk.

Filed 13th January, 1855.

Filed March 14th, 1856.

Transfer of judgment from Nicolas G. Du Pan to Isidore Detrie, December 31st, 1855.

United States of America, State of Louisiana, Parish and City of New Orleans.

Be it known, that this day, before me, Edwin Floyd, a notary public, in and for the Parish and State aforesaid, residing in the said City of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Isidore Detrie, of this city, who produced and exhibited unto me, notary, a certain original document, written in the French language, and at the request of said appearer I have transcribed the same in this, my current register, being in the words and figures as follows, to wit:

"THEOPHILE LOUIS ABYVEN
v.
P. C. TISSERON. } No. 93.

"4e Cour de District de la Nouvelle Orleans.

"Je soussignee Nicolas Gabriel Du Pan declare par les presents avoir vendu cede et transporte a Monsieur Isidore Detrie tous mes droits, titres and interests au jugement de quatre mille cent vinght piastres ou environ obtenir dans cette affaire, pour valeur reçu.

"Le dit jugement m'appartient pour en avoir fait l'acquisition de Theophile Louis Abyven.

"NAS. GL. DU PAN.

"ISIDORE DETRIE,
CELESTINE JOLY, TEMOINS,
SELORNAY, TEMOINS."

NOUVELLE ORLEANS LE.

And having so transcribed and recorded the said document, I have, at the request of said appearer, annexed the same to the margin hereof, for reference, said document having been first duly paraphed "ne varietur," by me, notary. And thereupon personally came and appeared and intervened in these presents, Cyrot Gentes, of Pass Christian, in the State of Mississippi, who, after being duly sworn, by me, notary, on the Holy Evangelists of Almighty God,

declared that he is personally acquainted with the signatures of Nicholas Gl. Du Pan, Isidore Detrie, and Celestin Joly, and Lelorney, appended to the said original document, and that to his personal knowledge, the said signatures are genuine, and that the said document was signed and consummated on or about the seventh day of February, in the year of our Lord eighteen hundred and forty-eight.

Done and passed in my office, in the City of New Orleans, in the presence of Michael Hahn and Jacob L. Winter, competent witnesses, and residing in this city, who have signed these presents, and me, notary, on this thirty-first day of December, in the year of our Lord, eighteen hundred and fifty-five.

ISIDORE DETRIE,
CYROT GENTES.
EDW. FLOYD,
Notary Public.

Original Signed,
MICHAEL HAHN,
J. L. WINTER.

A true copy, from the original. New Orleans, March 13th, 1856.
For EDWIN FLOYD,
Notary Public.

[SEAL.] ROBERT J. REE,
Notary Public.

Certificate.

We, the undersigned, attorneys and counsellor at law, do hereby certify, that after having carefully examined Mr. Cyrot Gentes, we have found him sufficiently qualified to be admitted as a member of the Bar, in testimony of which we have delivered the present certificate. Done and passed at the City of New Orleans, the 19th day of February, 1839.

ROBERT PREAUX,
Attorney.
ARNAL BODIN,
Attorney at Law.
JOUREBEE,
Attorney at Law.

I do hereby certify that Mr. Cyrot Gentes is a resident of this Parish, that he is above the age of twenty-one years, and is a man of good moral character. New Orleans, February 26th, 1839.

CHARLES MAURIAU,
Parish Judge.

Defendant's Evidence, filed March 17th, 1856.

Affidavit of Wright F. Vredenburgh, March 17th, 1856.

United States Circuit Court.

JAMES C. GENTES et al.
v.
W. F. VREDENBURGH et als. } No. 2585.

Wright F. Vredenburgh, defendant herein, being sworn, says, some years ago, to wit, in the year 1846 or 1847, deponent was informed that P. C. Tisseron, one of the plaintiffs herein, had left the country and gone to Mexico, and subsequently died there. That deponent had no reason to doubt such information, but on the contrary, circumstances serve to confirm the same; the said Tisseron not having been heard of or seen since the said years of 1846 or 1847, to the knowledge and belief of deponent. Deponent believes, that if said Tisseron were alive, and in this State, deponent would have known of it. Deponent also says, that as to another of the said named plaintiff, to wit, Vergnon, deponent hath no knowledge of him, although he hath made, and caused to be made, diligent inquiry for him; that, in the many transactions in matters of litigations connected with the subject-matter of this suit, wherein the name of the said Vergnon has appeared, and wherein the said Vergnon has been called on personally to appear, he hath never, to the knowledge of deponent, been found; and deponent doth know of instances where the said Vergnon has been so called, and hath not been found; deponent hath made, and caused to be made, diligent search for said Vergnon, and could never find or learn anything about him; that, as to the party newly introduced as plaintiffs, named Isidore Detrie, it appearing that the power of attorney, professing to be from said Detrie to said Gentes, dated 31st December, 18 , represented said Detrie as personally appearing, and as being a resident of New Orleans, and that said Gentes, in his petition, appearing as if authorized to act for said Detrie, alleges that the said Detrie is an alien, absent from the State; from these facts, and other circumstances connected with this case, either patent on the record, or patent on the record of suit No. 2372, between the same parties (excepting Detrie), on matters that have been proved in Court in the progress of these said two suits; also, considering the affidavit of defendant in said suit, No. 2372, filed 19th March, 1855, the motion of defendant's counsel thereon, and the judgment on said affidavit, and motion rendered in said case, No. 2372, whereby the said suit was dismissed for want of proof of authority from P. C. Tisseron and Gilbert Vergnon to anybody to appear in Court for them or either of them, and also for want of proof of the being and identity of said Tisseron and Vergnon, and also because this deponent hath not be-

fore heard anything of this Detrie or his pretensions; therefore, for these and other good reasons, this deponent believes the said Detrie to be a fictitious person interposed, by means whereof the said Gentes seeks to impose on this Court and on these defendants, to make good the loss of Tisseron and Vergnon, and neither the said Vergnon or the said Detrie have ever called on deponent to make any demand of their pretended claim, or for any other purpose.

(Signed) W. F. VREDENBURGH.

Sworn to and subscribed before me, this 15th March, A. D. 1856.

C. M. BRADFORD,
J. P.

Opinion.

United States Circuit Court.

JAMES CYROT GENTES et als.
v.
W. F. VREDENBURG & Co.

The petition in this case was filed by James Cyrot Gentes, who alleges that he resides at Pass Christian, in the State of Mississippi, that he sues in his own behalf, and for the use and benefit of Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, of whom he is the agent, they being aliens and subjects of the Emperor of France, and now absent from the State of Louisiana. He further alleges that Gilbert Vergnon bought from T. H. Loze, by act under private signature, dated New Orleans, December 9th, 1846, and registered in the office of A. Chiapella, a notary public in this city, on the 3d of April, 1847, a lot of ground, designated as No. 9, measuring 28 feet, 8 inches, six lines front on Girod Street, by a depth of 110 feet between parallel lines, and front on St. John Street, of which it forms the corner. That said lot of ground was originally acquired by Tisseron from one Cruzel, in whose favor Tisseron executed a mortgage for the sum of two thousand dollars, to secure part payment of the price of the said lot, but as he paid two notes, $500 each, payable in one year, this mortgage was erased according to law, but that Vredenburgh & Co. illegally and fraudulently caused said mortgage of $1000 to be reinstated, although so far from being creditors of Tisseron, they were his debtors, in consequence of the damage they caused him. That said Vredenburgh & Co. also fraudulently caused the said lot of ground to be sold for the payment of the two notes which had been secured by the mortgage, although they had no right to the notes. In support of his allegation, reference is made to the transcript of the record in the case of Vredenburgh & Co. v. Tisseron, No. 7934, in the late Commercial Court of New Orleans; to the transcript of the record in the case of Vredenburgh & Co. v. Tisseron, No. 89 of the docket of the 3d District Court of New Orleans; to the transcript of the record in the case of P. J. Poincelin

v. Frederick Durive, Recorder of Mortgages in this City, No. 36 of the docket of the 3d District Court of New Orleans; to the transcript of the proceedings in the seizure which took place in the case of Vredenburgh & Co. v. Tisseron, No. 363 of the docket of the 4th District Court of New Orleans; to the transcript of the record in the case of Tisseron v. Vredenburgh & Co., No. 250 of the docket of the 3d District Court of New Orleans; to the transcript of the record in the case of Gilbert Vergnon v. Vredenburgh & Co. and John L. Lewis, Sheriff, No. 775 of the docket of the 4th District Court of New Orleans; and finally to the transcripts of the records in the cases of Cyrot Gentes v. Vredenburgh & Co., No. 4299 of the docket of the 4th District Court, and No. 2207 of the docket of the 1st District Court of New Orleans. These several records are in evidence, and prayed to be considered as part of the petition.

The petition further contains various allegations of fraud against the defendants, which it is unnecessary to notice, since it is quite clear that these are not sustained by the record evidence relied upon. I do not find that these records disclose anything that will authorize the interference of this Court. If frauds have been committed, they have been committed under the forms of law in the course of the proceedings before the State tribunals, and this Court is not the forum in which the petitioner can obtain relief. If the State courts have erred, I see no reason why the petitioner had not resorted to the appellate tribunal of the State to have those errors corrected. It is clear, that as the case now stands, it is impossible, that even if the frauds alleged were proven, any relief can be granted here.

It is proper that I shall add, inasmuch as the case has been submitted by consent of parties, without argument, that upon the very face of the pleadings this Court is without jurisdiction. The petitioner alleges that he is a *resident* of Pass Christian, in the State of Mississippi, and does not state in his petition that he is a *citizen* of that State. There is no principle better settled in the Federal Courts, than that the jurisdiction of the Court, in cases like this, should appear *affirmatively upon the record*, and that the party plaintiff should allege he is a citizen of another State than the one in which the suit is brought. The word "citizen" is used in the Constitution of the United States, and has been repeatedly decided by the Supreme Court of the United States to be sacramental. The allegation of *residence* is not sufficient to confer jurisdiction.

It is therefore ordered, that the petition in this case be dismissed with costs.

Judgment.

Circuit Court of the United States, Fifth Circuit, and Eastern District of Louisiana.

April Term, A. D. 1856.

New Orleans, Friday, 6th June, 1856.

Court met, pursuant to adjournment. Present, Honorable J. A.

Campbell, Presiding Judge; present, Honorable Theodore H. McCaleb, District Judge.

JAMES C. GENTES et als.
v.
W. F. VREDENBURGH & Co. et al. } No. 2585.

This cause having been submitted on a former day, and the Court having considered the same, doth now order, that the plaintiff's petition be dismissed with costs.

Judgment rendered, 6th June, 1856.
Judgment signed, 10th June, 1856.

(Signed) J. A. CAMPBELL,
Associate Justice, S. C. U. S.

Petition of Appeal, filed 23d June, 1856.

To the Honorable, the Judges of the Circuit Court of the United States, for the Fifth Circuit Court and Eastern District of Louisiana.

CYROT GENTES
v.
W. F. VREDENBURGH & Co. et als.

In Error.

The petition of Cyrot Gentes, for himself and co-plaintiffs in error, with respect shows, that they are advised that there is error to their irreparable injury, in the judgment rendered against them in this case, on the 10th of June, 1856, and that they desire prosecute a writ of error therefrom to the Supreme Court of the United States.

Therefore they pray that they be allowed a writ of error from the said judgment to the Supreme Court of the United States, upon their giving a bond, with good and sufficient security, conditioned as the laws direct, and that the same be made returnable to the next term of the Supreme Court.

CYROT GENTES.

Motion for Appeal.

Minutes.

April Term, A. D. 1856.

New Orleans, Monday, 23d June, 1856.

Court met pursuant to adjournment. Present, Honorable Theodore H. McCaleb, District Judge; absent, Honorable J. A. Campbell, Presiding Judge.

JAMES C. GENTES et als.
v.
W. F. VREDENBURGH & Co. et als. } No. 2585.

On motion of plaintiffs, by Cyrot Gentes in *propria persona*, and on his presenting their petition, representing that they are aggrieved by the judgment herein rendered against them on the 10th instant, and that they are advised that there is error therein to their prejudice, and praying a writ of error therefrom, returnable to the next term of the Supreme Court of the United States. It is ordered, that a writ of error be allowed, as prayed for, on plaintiffs giving bond in the penal sum of three hundred dollars, with good and solvent security thereon, and conditioned according to law.

Appeal Bond, filed 25th June, 1856.

Know all men by these presents, that we, James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, as principals, and Victor Rouard, as sureties, are held and firmly bound unto W. F. Vredenburgh & Co., and F. A. Conant, and unto W. F. Vredenburgh and William H. Vredenburgh, the members of the said firm of W. F. Vredenburgh & Co., in the full and just sum of three hundred dollars, to be paid to the said W. F. Vredenburgh & Co. et als., above named, their certain attorneys, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 25th day of June, in the year of our Lord one thousand eight hundred and fifty-six. Whereas lately, at a Circuit Court of the United States, 5th Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, in a suit depending in said Circuit Court, wherein James C. Gentes et als. are plaintiffs, and W. F. Vredenburgh & Co. and als. are defendants, judgment was rendered against the said J. C. Gentes et als., plaintiffs, and the said J. C. Gentes et als., having obtained a writ of error, and filed a copy thereof in the Clerk's Office of the said Circuit Court, to reverse the judgment in the aforesaid suit, and a citation directed to the said W. F. Vredenburgh & Co. and als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next.

Now, the condition of the above obligation is such, that if the said J. C. Gentes et als. shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) CYROT GENTES, [SEAL.]
For himself and attorney,
and for co-plaintiff in error.

(Signed) VICTOR ROUARD. [SEAL.]

Sealed and delivered in
the presence of
W. LARISSON.

Victor Rouard, being duly sworn, says, that he resides on Spain Street, between St. Jean Baptiste and Girod, 3d District of New Orleans, that he is the owner of six or seven lots of ground, situated in the City of New Orleans, and of a considerable amount of personal property, and that he is worth the full sum of three hundred dollars over and above all his debts and liabilities.

VICTOR ROUARD.

Sworn to and subscribed before me, this 25th June, 1856.

J. W. GURLEY,
Clerk.

Writ of Error, filed 15th July, 1856.

United States of America, *ss.*

The President of the United States, to the Honorable the Judges of the Circuit Court of the United States, in and for the Fifth Circuit, and holding sessions for the Eastern District of Louisiana, Greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court, before you, or one of you, between James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, and W. F. Vredenburgh and William H. Vredenburgh, commercial partners, trading under the firm of W. F. Vredenburgh & Co., and A. Conant,

A manifest error hath happened, to the great damage of the said James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States, should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this 15th of July, in the year of our Lord one thousand eight hundred and fifty-six.

[SEAL.] (Signed) J. W. GURLEY,
Clerk of the United States Circuit Court
for the Eastern District of Louisiana.

Citations in Error.

The United States of America.

The President of the United States, to William H. Vredenburgh, individually, and as a member of the commercial firm of Wm. F. Vredenburgh & Co., Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty-six.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Marshal's Return.

Received, August 4th, 1856, and, on the 9th day of August, 1856, served copy of the within citation in error on W. F. Vredenburgh in person, in the City of New Orleans, and returned August 9th, 1856.

(Signed) JAMES GILLAN,
Deputy U. S. Marshal.

Citation in Error.

The United States of America.

The President of the United States, to W. F. Vredenburgh, individually, and as a member of the commercial firm of W. F. Vredenburgh & Co., Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, et als., are plaintiffs in error, and you, et als., are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error

mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty-six.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Marshal's Return.

Indorsed: Received August 4th, 1856, and, on the 9th day of August, 1856, served copy of the within citation in error on W. F. Vredenburgh in person, in the City of New Orleans, and returned August 9th, 1856.

JAMES GILLAN,
Deputy U. S. Marshal.

Citation in Error.

The United States of America.

The President of the United States, to A. Conant, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, are plaintiffs in error, and you et als. are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty-six.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Marshal's Return.

Received, August 4th, 1856, and after diligent search and inquiry, I cannot find the said A. Conant, and have not been able to ascertain that he has a domicile in the said district, and cannot find that he has any domicile in this district. Returned, Not served, August 9th, 1856.

JAMES GILLAN,
Deputy U. S. Marshal.

Citation in Error.

The United States of America.

The President of the United States, to A. Conant, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, are plaintiffs in error, and you et als. are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty-six.

THEO. H. McCALEB,
U. S. Judge.

Marshal's Return.

Received, August 4th, 1856. After diligent search and inquiry, I cannot find said A. Conant, and have not been able to ascertain that he has a domicile in the said district, and cannot find that he has any domicile in this district. Returned, Not served, August 9th, 1856.

Petition for Writ of Error, filed 7th May, 1857.

To the Honorable the Judges of the Circuit Court of the United States, for the Fifth Circuit Court and Eastern District of Louisiana:

CYROT GENTES et als.
v.
W. F. VREDENBURG & Co. et als. } In error.

The petition of Cyrot Gentes James, for himself and co-plaintiffs in error, with respects, shows,

That they are advised that there is error, to their irreparable injury, in the judgment rendered against them, in this case, on the 10th of June, 1856, and that they desire prosecute a writ of error therefrom to the Supreme Court of the United States.

Therefore they pray that they be allowed a writ of error from the said judgment, to the Supreme Court of the United States, upon their giving a bond, with good and sufficient security, conditioned as the laws direct, and that the same be made returnable to the next term of the Supreme Court.

(Signed) CYROT GENTES.

Minutes.

April Term, 1857.

New Orleans, Thursday, 7th May, 1857. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

JAMES C. GENTES et als.
v.
W. F. VREDENBURGH & Co. als. } 2585.

On motion of James Cyrot Gentes, for himself, and on behalf of his co-plaintiffs, and on presenting and filing a petition representing that they are aggrieved by the judgment herein rendered against them, on the 10th day of June, 1856, and praying a writ of error therefrom to the next term of the Supreme Court of the United States, it is ordered, that the same be allowed as prayed for, on plaintiffs giving bond with good and solvent security thereon in the penal sum of three hundred dollars, and conditioned as required by law.

Bond for Writ of Error, filed July 22d, 1857.

Know all men by these presents, that we, J. C. Gentes, Peter Claude Tisseron, as principals, and Thomas Kraskouske, as surety, are held and firmly bound unto W. F. Vredenburgh & Co., and F. A. Conant, and unto W. F. Vredenburgh and William H. Vredenburgh, the members of the said firm of W. F. Vredenburgh & Co., in the full and just sum of three hundred dollars, to be paid to the said W. F. Vredenburgh & Co. et als., above-named, their certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally by these presents, sealed with our seals, and dated this 22d day of July, in the year of our Lord one thousand eight hundred and fifty-seven. Whereas lately, at a Circuit Court of the United States, and 5th Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, in a suit depending in said Circuit Court, wherein Cyrot C. Gentes et als. are plaintiffs, and W. F. Vredenburgh and als. are defendants, judgment was rendered against the said J. C. Gentes et als., having obtained a writ of error, and filed a copy thereof in the clerk's office of the said Circuit Court, to reverse the judgment in the aforesaid suit, and a citation directed to the said W. F. Vredenburgh & Co. et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next.

Now, the condition of the above obligation is such, that if the said J. C. Gentes et als. shall prosecute their writ to effect, and answer

all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

CYROT GENTES, [SEAL.]
For himself and co-plaintiffs.

Sealed and delivered in
the presence of
ISIDORE DETRIE, [SEAL.]
THOMAS KRAUSKOUSKE, [SEAL.]

(Indorsed on Bond.)

Isidore Detrie, surety on the within bond, being duly sworn, says, he is worth the sum of three thousand dollars over and above all his debts and liabilities.

(Signed) ISIDORE DETRIE.

Sworn and subscribed before me, this 16th May, 1857.

J. W. GURLEY,
Clerk.

Bond.

Thomas Kraskouske, being sworn says, that he resides in Third District of New Orleans, and that he is worth the sum of three hundred dollars, over and above all his debts and liabilities.

(Signed) THOMAS KRASKOUSKE.

United States of America, Circuit Court of the United States,
Fifth Circuit and Eastern District of Louisiana.

Clerk's office. I, John W. Gurley, Clerk of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, do hereby certify, that the foregoing 193 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, in the case of James Cyrot Gentes et als. v. W. F. Vredenburgh & Co. et als., No. 2585 of the Docket, so far as the same now remain of record or on file in said Court.

[SEAL.] Witness my hand and the seal of said Court, at the City of New Orleans, this 12th day of August, A. D. 1857.

J. W. GURLEY,
Clerk.

United States of America, *ss.*

The President of the United States, To the Honorable the Judges of the Circuit Court of the United States, in and for the Fifth Circuit, and holding Sessions for the Eastern District of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of

the judgment of a plea which is in the said Circuit Court, before you, or one of you, between James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, and W. F. Vredenburgh and William H. Vredenburgh, commercial partners, trading under the firm of W. F. Vredenburgh & Co., and A. Conant, a manifest error hath happened, to the great damage of the said James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, as by their complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this twenty-fourth of July, in the year of our Lord one thousand eight hundred and fifty-seven.

J. W. GURLEY,
Clerk of the United States Circuit Court
for Eastern District of Louisiana.

(Indorsed): United States Circuit Court. James C. Gentes et als. v. W. F. Vredenburgh & Co. et als. Filed, 24th July, 1857. J. W. Gurley, Clerk.

The United States of America.

The President of the United States, to William H. Vredenburgh and to W. F. Vredenburgh, both individually and as members of the commercial firm of W. F. Vredenburgh & Co., and to A. Conant, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein James Cyrot Gentes, Peter Claude Tisseron, Isidore Detrie, and Gilbert Vergnon, are plaintiffs in error, and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, shall not be corrected, and why speedy justice should not be done to the parties in that behalf.